



REQUEST FOR PROPOSAL (RFP)

for

Procurement of 370 No's - 3 KVA, 100 No's - 5 KVA and 25 No's - 10 KVA UPS Systems with 4 hours backup for our Bank branches/ Administrative Offices across India

Reference No: RFP 46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012

ISSUED BY :

GENERAL MANAGER
SYNDICATEBANK
CORPORATE OFFICE
DEPARTMENT OF INFORMATION TECHNOLOGY
II FLOOR, COMMERCIAL COMPLEX
NATIONAL GAMES VILLAGE, KORAMANGALA
BANGALORE - 560 047

Contact Numbers: Tel-080-25705785 / 25705782
Fax-080-25705790 / 25705800
Email: ditprocure@syndicatebank.co.in

CALENDER OF EVENTS:

| | |
|---|---|
| RFP REF. No. | RFP 46/FY 2011-12/UPS/MC-108/kvr |
| DATE OF RFP DOCUMENT | 19/01/2012 |
| DATE FOR SENDING CLARIFICATIONS BY THE BIDDERS | 27/01/2012 |
| LAST DATE FOR SUBMISSION OF BID DOCUMENTS | 09/02/2012 by 16.00 hours |
| COST OF RFP DOCUMENT BY WAY OF DD/BC/PO | Rs. 25,000/- (Non Refundable) |
| EARNEST MONEY DEPOSIT BY WAY OF BG / DD VALID FOR 6 Months | Rs.25.00 LAKH |

**To
All Eligible Vendors**

Dear Sir,

Sub: Supply, installation and commissioning of 3 KVA, 5 KVA and 10 KVA UPS Systems with 4 hours backup for our Bank branches/ Administrative Offices across India

We request you to submit your bid proposal for the supply of the online UPS Systems as per the details furnished in annexure IA, IB and IC for 3 KVA, 5 KVA and 10 KVA UPS Systems with 4 hours backup for branches/Offices of the Bank across India..

BRIEF DESCRIPTION OF THE REQUIREMENTS:

| Sl.No | Description | Qty |
|-------|--------------------------------------|-----|
| 1 | 3 KVA UPS System with 4 Hour Backup | 370 |
| 2 | 5 KVA UPS System with 4 Hour Backup | 100 |
| 3 | 10 KVA UPS System with 4 Hour Backup | 25 |

Pre-Qualification Criteria:

- The bidder should have at least three years experience in supplying, commissioning and Maintenance of Online UPS Systems and should have supplied not less than 1000 Nos. of 3 KVA, 5 KVA and 10 KVA UPS Systems together in Banks/ Financial organizations in India in the last 2 calender years (2010 and 2011). As documentary proof, letters issued by the Organisation where it is supplied, with No. of locations and its satisfactory performance are to be submitted along with the technical bids.
- The bidder should be a profit making company/firm during the last 3 financial consecutive years with a minimum turnover of Rs. 50.00 crores in each year in online UPS dealing business alone from the parent company only.
- The Bidder should have certification of ISO9001:2008/ ISO 14001:2004/ BS OSHAS 18001:2007
- Safety certificates for the product from the NABL approved labs
- The Bidder should have at least direct support offices in Metro locations across the country at Bank's Regional Office locations listed below and for other locations vendor should have Service support centres within 100 Kms from our Regional Offices.

| Bank's Regional Office locations | | | | | |
|----------------------------------|-------------|------------|------------|---------|------------|
| Agra | Ahmedabad | Anantapur | Bangalore | Belgaum | Bellary |
| Bhopal | Bhubaneswar | Bijapur | Chandigarh | Chennai | Coimbatore |
| Delhi | Ernakulam | Faridabad | Ghaziabad | Hubli | Hyderabad |
| Vijayawada | Kannur | Karwar | Kolkata | Lucknow | Mangalore |
| Meerut | Mumbai | Mysore | Nagpur | Nellore | Panaji |
| Patna | Pune | Trivandrum | Udupi | Jaipur | Moradabad |

State District Locations

| | | | | | |
|------------|-----------|-------------|---------|--------------|---------------|
| Aurangabad | Kolhapur | Nasik | Baroda | Rajkot | Surat |
| Indore | Durgapur | Dhanbad | Ranchi | Sambhalpur | Visakhapatnam |
| Tirupathi | Davangere | Cochin | Calicut | Kanpur | Varanasi |
| Allahabad | Ludhiana | Pondicherry | Madurai | Dharmasthala | Ambala |
| Udaipur | Jabalpur | Ongole | Itarsi | Indore | Jhansi |
| Kanpur | Simla | | | | |

Please provide the list of service centres as per annexure – F.

Bank at it's discretion may reject summarily, bids not meeting the above criteria.

The Vendor should submit proof in support of all Pre-Qualification Criteria while submitting the bid proposals. Failing which, the Bid proposal will not be considered for further evaluation and may be treated as technically non-responsive.

Disclaimer:

This RFP is not an offer by Syndicate Bank, but an invitation to receive response from vendors. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of Syndicate Bank with the vendors.

Authorization to Bid:

The proposal/Bid being submitted would be binding on the Vendor. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/authority/ Power of Attorney available shall be enclosed. In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorisation letter as per format enclosed, with a commitment to fulfil the terms of the RFP should be submitted. **It is mandatory that such of those business partners/authorised distributors should have service support centres on all India basis as provided in the pre-qualification criteria.**

Following instructions may please be taken note of in this connection.

- 1) Offer shall be submitted only for UPS Systems for the full schedule of requirements. Offer for part schedule will not be considered.

2) Bid security and cost of RFP:

I. Bid Security :

- A) The Bidder shall furnish, as part of its Bid, a Bid security for an amount of Rs 25.00 Lakhs (Rupees Twenty five Lakh only) in the form of a Bank Guarantee issued by a reputed Bank in India (other than Syndicate Bank) and acceptable to the Bank in the format enclosed valid for seven months from the last date of submission of this bid documents and to be submitted along with other bid documents. Demand draft valid for 6 months is also acceptable.
- B) The successful Bidder's bid security will be discharged upon the Bidders furnishing the performance security for 10% of the contract value for the warranty period plus 3 months grace period. Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.
- C) The Bid security may be forfeited:
 - (1) If a Bidder withdraws its Bid during the period of Bid validity; or
 - (2) If a Bidder fails to participate and quote price in Online Sealed bids or fails to login in Reverse Auction Process, or
 - (3) In case of a successful Bidder, if the Bidder fails:
 - (a) To accept purchase order,
 - (b) To furnish Performance Security valid for 39 months within the stipulated time, or

- (c) To supply the goods within the stipulated period. Or
- (d) Fails to comply any terms of RFP or Purchase Order.

II. Cost of RFP:

The Bidding documents are available in our Bank's website, www.syndicatebank.in and can be downloaded from the website or a complete set of Bidding documents may be obtained by any of eligible vendors from this office (CO:DIT:Bangalore). A non-refundable Demand Draft/Banker's Cheque for **Rs. 25,000/-** (Twenty five thousand Only) in favour of Syndicate Bank payable at Bangalore, towards RFP cost will have to be handed over separately at the time of submission of the Bid documents to the Bank.

- 3) Technical Offer shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this letter, due date, name of the Bidder, Offer reference number etc.

All Bid Documents are to be properly filed in a box file and all pages of the Technical Bid should be numbered serially (1/xxx, 2/xxx...(where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages.

Technical Offer:

The Technical offer should be complete in all respects and contain all information asked for. The technical offer should not contain any price information. The Technical Offer should be complete and indicate that all products and services asked for are considered.

The bidder is not required to submit the Price Bid, as the Bank will be calling for on-line sealed price bids before conducting the Reverse-auction. Bidders are requested to go through 'Rules for Reverse Auction' as detailed in Annexure-K.

- 4) The Technical Bid will be opened for evaluation of responsive bidders. The technical bid should necessarily contain all Technical details and terms of Payment, Delivery and any other conditions.
- Bidder's proposal should strictly conform to the specifications.
 - Proposals not conforming to the specifications will be rejected summarily. Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.

The bank will not inform the reasons for technical disqualifications of any vendor and will not entertain any correspondence in this regard.

- 5) The details required as per all Annexure shall also be enclosed with out fail. The Bank may reject any proposal not containing all the requirements called for in various Annexure. Technical/Commercial Bids must contain required/relevant information on all the items including optional items, if any without fail.
- 6) The last date for submitting the proposals, along with Bid security, is **09.02.2012 by 16.00** hours at this office. Any proposal received after the due date and time will not be considered. Bid documents complete in all aspects should be submitted to Sri S Srinivasan, Chief Manager (IT) or Sri. P Narasimha Rao, Senior Manager (IT), Corporate Office-DIT, II Floor, Commercial Complex, National Games Village, Koramangala, Bangalore 560 047 within the above stipulated date.
- 7) The Bid should consist of the following documents:
- a. Technical specifications, compliance with all terms and conditions of RFP.
 - b. All Annexures as per RFP.
 - c. Original Bid security and DD/BC towards cost of Bid as per clause 2 of this RFP.

- d. An undertaking as per clause no.15 of this RFP.
- e. Supplying of latest batteries (not more than 3 months old at the time of supply) as per clause no.15 of RFP
- f. Manufacturers Authorisation form, if applicable.
- g. Technical Specifications as per Annexure I A, I B and I C are to be furnished item wise. Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. Relevant brochures should be supplied.
- h. There should be a contact person at each of the locations for lodging complaints apart from call centre facility, if any, available with the bidder.
- i. A list of Service Centres throughout India shall be furnished as per Annexure-F along with details of contact person at each of the location for lodging complaints, apart from call centre facility, if any.

- 8) **Delivery Period:** The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at various locations. The vendor shall inform the readiness of the hardware for the purpose of pre-shipment testing in writing well in advance.

As there is an urgent requirement of UPS Systems, the bidder shall deliver UPS Systems within 3 weeks from the date of issuing of delivery instructions for the same including the pre-shipment testing. Wherever Road permits are required one additional week will be provided.

Liquidated Damages: For any delay in installation and commissioning beyond 3 weeks in all non road permit locations and beyond 4 weeks for road permit places, from the date of the delivery instructions issued by the Bank, the Bank reserves the right to charge a LD (Liquidated Damages) at the rate of 0.50% of the cost of the systems per week subject to a maximum of 10% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges). *If the items delivered could not be installed for reasons attributable to the Bank, the same should be recorded and submitted to our office.*

- 9) **UPS Installation:**

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all UPS operations and accomplish all adjustments necessary for successful and continuous operation of the UPS at all installation sites. The supplier is also responsible for installation/integration of the UPS and for establishing connectivity to the existing network, if any.

In case the Bank wants the equipment to be shifted to a location other than the originally indicated location, the vendor should do the necessary configuration changes in the equipment suitable to the new location and install the same at the new location without any cost to the bank.

- 10) **Payment terms are as under:**

- i) **On Delivery:** Seventy (70) % of the Contract price of the Goods along with 100% sales tax, 100% Octroi, wherever applicable, backed by necessary proof shall be paid on receipt of goods and upon submission of the following documents (separate requests for release of Octroi payments will not be entertained):
 - a) Copy of the suppliers invoice, inclusive of original, showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the system/s etc.
 - b) Original delivery note signed by consignee or acknowledgement of receipt of goods from the consignee with Officers name, designation, mobile no.
 - c) Insurance Certificate as per clause no.6 (page no.11) mentioned below.
 - d) Manufacturer's/Supplier's Warranty certificate.
 - e) Supplier's factory inspection report/Inspection testing certificate issued by testing Agency.

f) Delivery of Software Licenses (Paper), if any, at CO: DIT Bangalore.

ii) **On Final Acceptance:** Thirty (30) % on Installation and Acceptance Certificate issued by the Purchaser's representative.

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, within 90 days from the date of receipt of goods at the respective locations. In such a case, the Supplier shall have to produce document showing "Site not Ready" status from the representatives of Syndicate Bank at respective locations and to undertake to install and successfully commission the equipments within 15 days of confirmation of readiness of infrastructure by the Purchaser. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

11) **Warranty and Payment for Annual Maintenance Charges/ Submission of Bank Guarantee:** UPS Systems **including Batteries** shall carry a free comprehensive, onsite warranty for a minimum period of Three (3) Years and **AMC of UPS Systems excluding Batteries** for next Three (3) Years from 4th year to 6th Year. During warranty and AMC period all parts of UPS including transformer, DC/ AC filtering capacitors are to be covered.

During the warranty/ AMC period selected vendor shall visit the branches once in a quarter for maintenance support.

WARRANTY:

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- b) This warranty shall remain valid for a minimum period of 36 (Thirty Six) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for minimum period of 39 (Thirty Nine) months after the date of delivery, whichever period concludes earlier.
- c) Within Thirty (30) days of the receipt of format of notification of award from the Purchaser, the successful Bidder shall furnish the *performance security (BG) for 10% (ten percent) of the contract value for the warranty period plus 3 months grace period as per Annexure- O.*

AMC Charges:

The invoice for AMC renewal proposal is to be submitted to the respective branches/ Regional Offices at least 30 days before due date for renewal of AMC .

The Annual Maintenance Cost on UPS Systems (Excluding Batteries) shall be paid in advance in equal yearly instalments within thirty days of receipt of claim at the start of each year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of a Bank Guarantee as per **annexure –P** for 10% of the cost of the equipment (excluding Annual Maintenance Cost) or the AMC rates whichever is higher, valid for a period of 3 years from the date of completion of free warranty period - with 3 months grace period. The Bank Guarantee submitted towards performance guarantee taken during warranty period will be released only after receipt of the above. Non-submission of AMC Bank Guarantee at least 15 days before the expiry of Performance Bank Guarantee will be sufficient reason for invoking the performance guarantee. No separate AMC Agreement needs to be executed. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the vendor in time.

If BG is not submitted within stipulated time, a penalty at the rate of 0.50% of the cost of the systems per week subject to a maximum of 10% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges) will be levied.

12) Hardware Maintenance :

The Bidder will assume total responsibility for the fault free operation of hardware and maintenance during the warranty and post warranty (AMC) for a total duration of six years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware function without defect or interruption.

On lodgement of complaint, service should be provided and rectification of reported problem within eight (8) hours in Semi-Urban/ Rural centre & within four (4) hours in Urban/Metropolitan centres. In case any part is found defective & needs to be taken to the Vendor's Premises/lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

In case of failure of the vendor in both the above cases, the vendor will be liable for penalty of Rs.500/- per day in Metro/Urban Centres and Rs.250/- per day in Semi-Urban/Rural centres subject to a maximum of 10% of the contract value. The amount of penalty will be recovered from the vendor from payments due to them or by invoking Bank Guarantees provided for warranty/maintenance. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke all the Bank guarantees provided by the vendor.

The Supplier will accomplish preventive and breakdown maintenance activities on quarterly basis to ensure that all hardware execute without defect or interruption as per the above condition. However, if the UPS Systems is down due to the reasons attribute to the Bank, the vendor has to submit proof for the same for not levying the penalty.

- 13) The purchaser shall have the right to inspect and test the goods to confirm their conformity to the vendor's specifications at the premises of the vendor or at the site of Installation. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors.
- 14) The vendor to confirm that batteries are being supplied from the latest batches of not less than 3 months from the date of manufacturing .Proof to be given at the time of PDI.
- 15) Undertaking that all material to be supplied is original and Brand New and if required proof of purchase can be produced. This undertaking is to be signed by a Director or Head of Marketing of the Company.
- 16) The supplier shall buy back the System from the Purchaser at a depreciated cost in the event of the Model/System supplied by the supplier being replaced by a more advanced system. The details of such buy back can be arrived at, on mutually agreed terms at the time of buy back. The purchaser reserves the rights to go for buy back or otherwise.
- 17) It will be the bank's discretion to award 60 % to L-1 and 40% to L-2 in case L-2 matches the price of L-1 vendor. Bank may or may not go for splitting the quantity under this order.
- 18) The Bank may at its discretion,
 - ✓ Increase the requirement up to 35% and place orders subsequently within one year of issue of purchase order at the same rates irrespective of the foreign exchange fluctuations / market conditions or at mutual agreed rates if the cost of UPS/ batteries comes down at the time of placing repeat Purchase , or
 - ✓ Decrease the requirement up to 35%.
- 19) If any new PO is issued for the balance quantity or as per the above clause, the Bank reserves the right to procure at the same rates as per PO terms or negotiate for reduction in prices depending on the prevailing market rates.

- 20) The vendor has to submit various formats mentioned in Annexure-A along with all other annexure of this RFP on Company's letter head with seal and signature. Relevant proof, if required is to be enclosed.
- 21) A Softcopy of this Document may also be collected from the Bank, if needed. A Softcopy of the Technical proposal must be submitted along with the respective sealed bid/s.
- 22) Please note that an Indian Agent on behalf of the Foreign Principal or the Foreign Principal directly can bid in a tender but not both. In case of Bidding by both, Bid submitted by Foreign Principal will be considered for evaluation. Also in cases where an Agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 23) Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire procurement process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.
- 24) In case of delivery of equipment to States where Road Permit is required for transportation of goods, it is the responsibility of vendors to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the vendors for carrying out the task.
- 25) If the vendor needs any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance thru e-mail to ditprocure@syndicatebank.co.in **on or before 27.01.2012**. The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website. Vendors are requested to take note of the same.
- 26) In case the equipments offered or any part thereof are imported, the price quoted in the Bid by the vendor will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Bid. The prices quoted should only be in Indian Rupees and the selected vendor should honour the repeat purchase orders issued by the bank at the same rates within one year from the date of accepting the purchase order. If this is not acceptable bank may not issue PO to the selected bidder and invoke the BG submitted as bid security and may award the contract to the L-2 vendor at the same rates.
- 27) Information on procurement of systems pertaining to this RFP will be posted on our Bank's website with full details.
- 28) All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996, at Bangalore
- 29) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Bangalore, India only.

General Manager

ANNEXURE-A
OTHER IMPORTANT TERMS AND CONDITIONS

1 Manufacturers Authorisation Form:

In the case of a Bidder offering to supply goods under contract which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorised distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorisation letter/s will summarily be rejected. However, the bidder should confirm that they have a national presence to extend support for the systems supplied and also submit a list of such service support centres.

2 Technical Details Form:

Bidders should furnish an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications as per format furnished in Annexure IA, IB and IC.

The Bidder is required to submit the following documents, as applicable, along with the offer. The following list is only indicative and not exhaustive.

- a) The manuals and technical brochures, specific names of components/items excluded from the purview of warranty/ AMC and its cost are required to be submitted for all items, including all accessories and devices, included in the package for which a bid is being submitted.
- b) Technical brochures for individual Components

3 Performance Security:

- 3.1 Within thirty (30) days of the receipt of format of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the Performance Security (Bank Guarantee) for 10% (Ten percent) of the Contract Value or purchase order value valid till the end of warranty period plus an additional grace period of 3 months in the format prescribed.
- 3.2 Failure of the successful Bidder to comply with the requirement of accepting the purchase order/executing Contract and/or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

4 Inspections And Tests:

- 4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the purchaser.
- 4.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected

Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 4.4 Bank reserves the right to visit any of the service provider's POPs from the list provided by them for verifying their claim. The service provider should extend full co-operation for such visits.

5 Termination For Default:

- a) The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part, 30 days after issuing the notice:
- If the Supplier fails to deliver any UPS systems/software within the period(s) specified in the Contract or within any extension thereof granted by the Purchaser.
 - If the Supplier fails to perform any other obligation(s) under the Contract
 - However in case of such termination, Bank will claim back the amount already paid against implementation of the project so supplied and may also opt for legal recourse for recovering such amount, without referring to arbitrator.
- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

6 Insurance:

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (fire, burglary, SRCC, natural calamities such as earth quake, flood etc) for a period covering the transit period and also minimum 4 months from the date of delivery at the location addition to the transit period.

7 Supplier's Obligations:

- 7.1 The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- 7.2 The Supplier's representative & local office at Bangalore will be the contact point for the purchaser and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- 7.3 The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

8. Force Majeure:

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.

9. Indemnity:

Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Firewall clusters provided by them.

Bidder shall indemnify the Bank, its successors, Assignees and administrators against any loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage

10. Liability Of The Bidder:

Bank shall hold the bidder, its successors, Assignees and administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under this contract and such liability of the bidder will be restricted to the actual amount of the contract.

However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

11. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the bidder.

12. Responsibility for Completeness:

Any supplies and services which might not have been specifically mentioned in this tender but are necessary for the installation, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The Bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information as mentioned above within the time schedule and without extra cost to the Bank.

ANNEXURE-B
BID FORM

Ref No.....

Place:.....

Date:.....2012

The General Manager
SyndicateBank, Corporate Office,
Department of Information Technology,
II Floor, Commercial Complex
National Games Village, Koramangala,
BANGALORE-560047

Dear Sir,

Having examined the Request for Proposal (RFP): RFP 46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered during the Reverse Auction process and is made part of this Bid .

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Delivery Schedule specified.

If our bid is accepted, we will obtain the guarantee of a Bank (Other than syndicate Bank) in a sum equivalent to 10 per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We also agree to supply UPS systems as per the agreed rates and terms / conditions with in one year of acceptance of purchase order. We will honour the repeat purchase order issued by the bank within one year of acceptance of PO for additional quantities at the same rates irrespective of foreign currency appreciation or any other market conditions.

We further confirm that,

- 1 In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations
- 2 That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and
- 3 Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name & address of agent | Amount & currency | Purpose of commission or gratuity |
|--------------------------|-------------------|-----------------------------------|
| b) (If none, state none) | | |

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

Dated this day of 2012

(Signature)

(In the capacity of) Duly Authorised to sign bid for & on behalf of
(Name & Address of the Bidder)

ANNEXURE-C
BID SECURITY FORM

Whereas _____ (herein after called "the Bidder") has submitted its Bid dated ____ 2012 for the supply of _____(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE _____ having our Registered Office at _____ (hereinafter called "the Bank") are bound unto Syndicate Bank, Corporate Office, Department of Information Technology, II Floor, National Games Village, Koramangala, Bangalore 560047 (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____2012.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder fails to participate in Online Sealed bids to quote initial price and fails to login in Reverse Auction Process, or
- 3 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or
 - c) Fails to supply the goods within the stipulated period. or
 - d) Fails to accept the purchase order or
 - e) Fails to comply with any terms and conditions of RFP or Purchase Order.

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

This Guarantee will remain in force up to and including -----, 2012, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE -D
MANUFACTURERS' AUTHORISATION FORM

No.

Dated: / /2012

The General Manager
SyndicateBank, Corporate Office,
Department of Information Technology,
II Floor, Commercial Complex
National Games Village, Koramangala,
BANGALORE-560047

Dear Sir,

Sub: RFP 46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012

We who are established and reputable manufacturers of UPS Systems having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully,

(NAME)
(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer 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-E
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2012

The General Manager
SyndicateBank, Corporate Office,
Department of Information Technology,
II Floor, Commercial Complex
National Games Village, Koramangala,
BANGALORE-560047

Dear Sir,

Sub: Letter of Authorisation to bid for Syndicate Bank’s UPS Systems Requirements

We M/s (Name and address of the principal) hereby authorize M/s. (Name and Address of Agents), our Business Partner/Authorised Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank’s request for proposal reference no. Ref: RFP 46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

Note: *This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.*

ANNEXURE -F
SERVICE SUPPORT FORM

| | | |
|---|-------------------------------------|---------|
| Bidders Bangalore Office details. (For single point contact from Corporate Office for any issues on delivery,service support etc) | Contact person, Designation, Mobile | Address |
| <u>1</u> | | |
| <u>2</u> | | |

| Service Centres required by Bank | Vendors Service Centre locations Own or Franchisee | Distance from Banks requirement | Contact person, Designation, Mobile and address |
|----------------------------------|--|---------------------------------|---|
| REGIONAL OFFICE LOCATIONS: | | | |
| Ahmedabad | | | |
| Anantapur | | | |
| Bangalore | | | |
| Belgaum | | | |
| Bellary | | | |
| Bhopal | | | |
| Bhubaneswar | | | |
| Bijapur | | | |
| Chandigarh | | | |
| Chennai | | | |
| Coimbatore | | | |
| Delhi | | | |
| Ernakulam | | | |
| Faridabad | | | |
| Ghaziabad | | | |
| Hubli | | | |
| Hyderabad | | | |
| Jaipur | | | |
| Kannur | | | |
| Karwar | | | |
| Kolkata | | | |
| Lucknow | | | |
| Mangalore | | | |
| Meerut | | | |
| Moradabad | | | |
| Mumbai | | | |
| Mysore | | | |
| Nagpur | | | |
| Nellore | | | |
| Panaji | | | |

| Patna | | | |
|----------------------------------|--|---------------------------------|---|
| Pune | | | |
| Trivandrum | | | |
| Udupi | | | |
| Vijayawada | | | |
| | | | |
| OTHER LOCATIONS: | | | |
| Service Centres required by Bank | Vendors Service Centre locations Own or Franchisee | Distance from Banks requirement | Contact person, Designation, Mobile and address |
| Allahabad | | | |
| Ambala | | | |
| Aurangabad | | | |
| Baroda | | | |
| Calicut | | | |
| Cochin | | | |
| Davangere | | | |
| Dhanbad | | | |
| Dharmasthala | | | |
| Durgapur | | | |
| Indore | | | |
| Indore | | | |
| Itarsi | | | |
| Jabalpur | | | |
| Jhansi | | | |
| Kanpur | | | |
| Kanpur | | | |
| Kolhapur | | | |
| Ludhiana | | | |
| Madurai | | | |
| Nasik | | | |
| Ongole | | | |
| Pondicherry | | | |
| Rajkot | | | |
| Ranchi | | | |
| Sambhalpur | | | |
| Simla | | | |
| Surat | | | |
| Tirupathi | | | |
| Udaipur | | | |
| Varanasi | | | |
| Visakhapatnam | | | |

NOTES: Escalation Matrix is to be provided for all the locations.

ANNEXURE –G
SCHEDULE OF REQUIREMENTS

I. UPS Systems including Batteries with 3 Years warranty

| SI no. | Particulars | Quantity (Nos.) |
|---------------|--|---|
| 1. | 3 KVA UPS with 4 Hrs Back Up (without Batteries) | 370 |
| 2. | 5 KVA UPS with 4 Hrs Back Up (without Batteries) | 100 |
| 3. | 10 KVA UPS with 4 Hrs Back Up (without Batteries) | 25 |
| 4. | Batteries for 370 Nos. 3 KVA UPS for 4 Hrs Back Up | Mention battery bank details as per Annexure IA,IB and IC |
| 5. | Batteries for 100 Nos. 5 KVA UPS for 4 Hrs Back Up | -do- |
| 6. | Batteries for 25 Nos. 10 KVA UPS for 4 Hrs Back Up | -do- |

II. POINTS FOR VENDORS (FOR SUBMISSION OF BIDS):

- a. UPS and Batteries should Carry minimum 3 Years of free Warranty. Battery warranty is inclusive of Replacement during the warranty period.
- b. Vendor has to invariably submit Annexure H on compliance various terms and conditions.
- c. Submission of requirements for technical evaluation should be systematic and the requirements should be clubbed item wise. For example: UPS: Technical compliance sheet as per our format, Technical specifications chart, literature on technical parts like Batteries, UPS etc. Brochures, Certification details along with print proofs, etc.
- d. All papers of Technical Bid should invariably be stamped, and signed by the personnel authorized to submit the Bid.
- e. Bid documents are to be numbered serially like Page 1 of 50, Page 2 of 50 etc.
- f. All documents meant for submissions should be properly filed either with spiral binding or in a box file to facilitate easy handling.

ANNEXURE-H
(TERMS AND CONDITIONS COMPLIANCE TABLE)

| Term No. | Description | Complied Yes/No | Page No. of Bid Document | Deviations if any |
|----------|---|-----------------|--------------------------|-------------------|
| 1 | Pre-requisite qualification | | | |
| 2 | Power of Attorney from the Company to the Employee participating in the Bid | | | |
| 3 | Bid Security of Rs. 25.00 Lacs | | | |
| 4 | Cost of RFP | | | |
| 5 | Undertaking as per Clause No.15 | | | |
| 6 | Manufacturer's Authorisation Form | | | |
| 7 | Letter of Authorisation to Bid- | | | |
| 8 | Technical Details Form | | | |
| 9 | Performance Security | | | |
| 10 | Confirmation letter for supplying latest batteries as per clause no.14 | | | |
| 11 | Warranty – 3 Years for both UPS & Batteries | | | |
| 13 | Insurance | | | |
| 14 | Supplier's Obligation | | | |
| 15 | Hardware Maintenance | | | |
| 16 | Payment Terms | | | |
| 17 | Delivery, Installation and Commissioning | | | |
| 18 | Order Cancellation | | | |
| 19 | Liquidated Damages - | | | |
| 20 | Penalty for delayed service | | | |
| 21 | Annual Maintenance Charges | | | |
| 22 | Warranty/AMC Guarantees | | | |
| 23 | Technical specification - | | | |
| 24 | Force Majeure | | | |
| 25 | Indemnity | | | |
| 26 | Liability of the vendor | | | |
| 27 | Termination for default | | | |
| 28 | Negligence | | | |
| 29 | Responsibility for Completeness | | | |

NOTE: This annexure is an indicative list. Vendor has to comply all terms and other conditions as per RFP document.

Signature of the Vendor

**ANNEXURE-IA
TECHNICAL SPECIFICATIONS**

| Technical Specifications for Double Conversion Online 3 KVA UPS s with Four Hours Battery Backup | | Complied Yes / No | Deviations if any |
|--|--|-------------------|-------------------|
| Components/Specifications | 3 KVA UPS SYSTEMS | | |
| 1. CAPACITY | 3 KVA | | |
| 2. MODEL NAME & NO. | | | |
| 3. GENERAL | | | |
| INVERTER TECHNOLOGY | True On-line IGBT based-Double Conversion UPS with DSP (Digital Signal Processing) Technology. | | |
| Noise Level | Less than 50 dB | | |
| Operating Temperature | 0 - 45 degrees centigrade | | |
| Humidity | 10 to 70% non-condensing | | |
| Total Harmonic Distortion | <3% for 100% linear load <5% for 100% non-linear load | | |
| Crest Factor | Minimum 3:1 at full load | | |
| Output Wave Form | Sinusoidal | | |
| Cold Start feature | Should be provided | | |
| Active input PF correction | > 0.94 (equal to 0.94) | | |
| 4. INPUT | for 3 KVA | | |
| Input | Single Phase 3 Wire | | |
| Input Voltage Range | 230 V +10%, -20% Single Phase | | |
| Input Frequency Range | 47 to 53 Hz | | |
| Input power at full load (At minimum rated power factor) | As provided in technical specs | | |
| Input Voltage at which mains fail is sensed at full load and battery takes over. | 184 VAC and 253 VAC for Single Phase | | |
| 5.OUTPUT | | | |
| Output Voltage | 230 VAC Single Phase, +/- 1.5% at full load | | |
| Output Frequency | 50 Hz +/- 0.5% (free running) | | |
| 6. EFFICIENCY | | | |
| Overall Efficiency | 85% or better | | |
| Inverter Efficiency | 93% or better | | |
| 7. STATIC SWITCH (Bi-directional) for all ratings. | Should be provided and should take care of 100% load transfer without break. | | |
| 8. LOAD POWER FACTOR | Should not be less than 0.7 lagging | | |
| 9. OVERLOAD CAPACITY | 130% overload for 60 seconds. 125% overload for 10 Minutes. | | |
| 10.UPS SHUT DOWN | | | |
| UPS should shut down with an alarm and indication on. | | | |

| | | | |
|---|---|--|--|
| | | | |
| 1. Output over voltage | 250 VAC adjustable | | |
| 2. Output under voltage | 200 VAC adjustable | | |
| 3. Battery low | 1.75 v / cell | | |
| 4. Inverter over load | 130% for 1 minute | | |
| 5. Over temperature | Should be provided | | |
| 6. Output short | Should be provided | | |
| 11.ISOLATION | | | |
| Isolation of power | Both input & output should have MCB's. Also Battery connection to have MCB/MCCB/ switch. | | |
| Isolation Transformer | Should be provided between input and output as built in | | |
| Galvanic Isolation | Should be provided | | |
| Manual Service Bypass | Should be provided | | |
| 12.PROTECTION | | | |
| Short Circuit Protection | MCB/MCCB Should Trip or UPS should shut down without blowing any fuses. | | |
| Input over and under voltage | MCB with Alarm. UPS should be absolutely safe in the case of High Voltage/ High Current/High Spike/High Surges etc at input to the UPS. | | |
| Output over & under voltage | MCB with Alarm. The safety of the load connected to the UPS should be protected under any circumstance. | | |
| 13.INDICATORS | | | |
| Over Temperature | | | |
| Load on Battery | | | |
| Battery on Charge | | | |
| Input over/under voltage | | | |
| Battery Low (warning and prior Half an hour warning stating Battery is going low) | | | |
| Inverter On | | | |
| Inverter tripped | | | |
| Output Over voltage | | | |
| Output low | | | |
| Charger on | | | |
| UPS on Bypass | | | |
| 14.METERING | | | |
| DC voltage | Available/ Not Available | | |
| DC Current charge | | | |
| Output voltage | | | |
| Output current | | | |
| Input voltage | | | |
| Digital Three and Half digit Frequency Meter | | | |
| 15.BATTERY BACKUP | | | |
| Period of backup | Four Hours for 3 KVA | | |

| | | | |
|--|---|--|--|
| Batteries | SMF Batteries VRLA (Calcium batteries not acceptable) | | |
| Total DC bus voltage | 96/144 VDC | | |
| Battery make (Give literature) | Exide/Panasonic/Amararaja/Rocket/ Numeric only | | |
| Battery Charger (Internal/External) & type | Internal - Temperature controlled Battery charging with automatic Battery test. | | |
| Minimum Charger Current | 10 % of Battery AH | | |
| Battery recharge time (after complete discharge) to 100% Charge. | Battery recharge time should not exceed 12 hrs | | |
| Battery AH rating & Number of Batteries | Please specify no. of batteries and AH rating Bank prefers 100 AH or above | | |
| Maximum no of batteries should not exceed | 16 batteries | | |
| Battery Housing | Should be having on Racks | | |
| Battery life | Minimum 3 Years | | |
| | | | |
| 16.AUDIBLE ALARM FOR FOLLOWING CONDITIONS | (YES/ NO) | | |
| Battery low | | | |
| Mains failure | | | |
| Input over/under voltage | | | |
| Inverter under voltage | | | |
| Inverter over voltage | | | |
| Over temperature | | | |
| Inverter over load | | | |
| | | | |
| 17. Cooling system of UPS | Forced Air | | |
| Note: | | | |
| <p>1. It is required that Battery sizing shall be calculated based on the below mentioned formula. UPS Rating in VA x No. of Hours of Backup x Power factor ----- No. of Cells x Low DC x Efficiency x Battery Derating Factor.</p> <p>Note: (1) Power factor is 0.8 (2) Take Low DC at 1.75 Volt/Cell (3) Battery Derating factor is 0.8</p> | | | |
| <p>2. It is required that product brochures for UPS and Batteries offered is submitted along with the quotation. Also it is required that only relevant literature pertaining to the offer is submitted which matches the specification</p> | | | |
| <p>3. It is mandatory to provide warranty of the entire UPS system including Batteries.</p> | | | |
| <p>4. It is mandatory to quote for comprehensive AMC for the UPS for a period of 3 years from the date of expiry of the warranty period separately for UPS . This will be added to the cost while deciding the vendor. Please indicate if any item is not included in the purview of Warranty / AMC.</p> | | | |
| <p>5. Submit a Test Certificate from an Approved Agency conforming to the specifications that offered by you for the UPS.</p> | | | |
| <p>6. It is desirable that the UPS should be capable of connecting to NMS/SNMP option</p> | | | |

**ANNEXURE-I B
TECHNICAL SPECIFICATIONS**

| Technical Specifications for Double Conversion Online 5 KVA UPS s with Four Hours Battery Backup | | Complied Yes / No | Deviations if any |
|--|--|-------------------|-------------------|
| Components/Specifications | 5 KVA UPS SYSTEMS | | |
| 1. CAPACITY | 5 KVA | | |
| 2. MODEL NAME & NO. | | | |
| 3. GENERAL | | | |
| INVERTER TECHNOLOGY | True On-line IGBT based-Double Conversion UPS with DSP (Digital Signal Processing) Technology. | | |
| Noise Level | Less than 50 dB | | |
| Operating Temperature | 0 - 45 degrees centigrade | | |
| Humidity | 10 to 70% non-condensing | | |
| Total Harmonic Distortion | <3% for 100% linear load <5% for 100% non-linear load | | |
| Crest Factor | Minimum 3:1 at full load | | |
| Output Wave Form | Sinusoidal | | |
| Cold Start feature | Should be provided | | |
| Active input PF correction | > 0.94 (equal to 0.94) | | |
| 4. INPUT | for 5 KVA | | |
| Input | 5 KVA Single Phase 3 Wire or 4 wire | | |
| Input Voltage Range | 230 V +10%, -20% Single Phase | | |
| Input Frequency Range | 47 to 53 Hz | | |
| Input power at full load (At minimum rated power factor) | As provided in technical specs | | |
| Input Voltage at which mains fail is sensed at full load and battery takes over. | 184 VAC and 253 VAC for Single Phase | | |
| 5.OUTPUT | | | |
| Output Voltage | 230 VAC Single Phase, +/- 1.5% at full load | | |
| Output Frequency | 50 Hz +/- 0.5% (free running) | | |
| 6. EFFICIENCY | | | |
| Overall Efficiency | 85% or better | | |
| Inverter Efficiency | 93% or better | | |
| 7. STATIC SWITCH (Bi-directional) for all ratings. | Should be provided and should take care of 100% load transfer without break. | | |
| 8. LOAD POWER FACTOR | Should not be less than 0.7 lagging | | |
| 9. OVERLOAD CAPACITY | 130% overload for 60 seconds. 125% overload for 10 Minutes. | | |

| | | | |
|---|---|--|--|
| 10.UPS SHUT DOWN | | | |
| UPS should shut down with an alarm and indication on. | | | |
| 1. Output over voltage | 250 V AC adjustable | | |
| 2. Output under voltage | 200 V AC adjustable | | |
| 3. Battery low | 1.75 v / cell | | |
| 4. Inverter over load | 130% for 1 minute | | |
| 5. Over temperature | Should be provided | | |
| 6. Output short | Should be provided | | |
| 11.ISOLATION | | | |
| Isolation of power | Both input & output should have MCB's. Also Battery connection to have MCB/MCCB/ switch. | | |
| Isolation Transformer | Should be provided between input and output as built in. | | |
| Galvanic Isolation | Should be provided | | |
| Manual Service Bypass | Should be provided | | |
| 12.PROTECTION | | | |
| Short Circuit Protection | MCB/MCCB Should Trip or UPS should shut down without blowing any fuses. | | |
| Input over and under voltage | MCB with Alarm. UPS should be absolutely safe in the case of High Voltage/ High Current/High Spike/High Surges etc at input to the UPS. | | |
| Output over & under voltage | MCB with Alarm. The safety of the load connected to the UPS should be protected under any circumstance. | | |
| 13.INDICATORS | | | |
| Over Temperature | Marked Yes/No as applicable | | |
| Load on Battery | | | |
| Battery on Charge | | | |
| Input over/under voltage | | | |
| Battery Low (warning and prior Half an hour warning stating Battery is going low) | | | |
| Inverter On | | | |
| Inverter tripped | | | |
| Output Over voltage | | | |
| Output low | | | |
| Charger on | | | |
| UPS on Bypass | | | |
| 14.METERING | | | |
| DC voltage | Available/ Not Available | | |
| DC Current charge | | | |
| Output voltage | | | |
| Output current | | | |
| Input voltage | | | |

| | | | |
|--|---|--|--|
| Digital Three and Half digit Frequency Meter | | | |
| 15.BATTERY BACKUP | | | |
| Period of backup | Four Hours for 5 KVA | | |
| Batteries | SMF Batteries VRLA (Calcium batteries not acceptable) | | |
| Total DC bus voltage | 180/240 VDC | | |
| Battery make (Give literature) | Exide/Panasonic/Amararaja/Rocket/ Numeric only | | |
| Battery Charger (Internal/External) & type | Internal - Temperature controlled Battery charging with automatic Battery test. | | |
| Minimum Charger Current | 10 % of Battery AH | | |
| Battery recharge time (after complete discharge) to 100% Charge. | Battery recharge time should not exceed 12 hrs | | |
| Battery AH rating & Number of Batteries | Please specify no. of batteries and AH rating Bank prefers 100 AH or above | | |
| Maximum no of batteries should not exceed | 20 batteries | | |
| Battery Housing | Should be having on Racks | | |
| Battery life | Minimum 3 Years | | |
| 16.AUDIBLE ALARM FOR FOLLOWING CONDITIONS | (YES/ NO) | | |
| Battery low | | | |
| Mains failure | | | |
| Input over/under voltage | | | |
| Inverter under voltage | | | |
| Inverter over voltage | | | |
| Over temperature | | | |
| Inverter over load | | | |
| 17. Cooling system of UPS | Forced Air | | |
| Note: | | | |
| <p>It is required that Battery sizing shall be calculated based on the below mentioned formula.</p> $\frac{\text{UPS Rating in VA} \times \text{No. of Hours of Backup} \times \text{Power factor}}{\text{No. of Cells} \times \text{Low DC} \times \text{Efficiency} \times \text{Battery Derating Factor.}}$ <p>Note: (1) Power factor is 0.8 (2) Take Low DC at 1.75 Volt/Cell (3) Battery Derating factor is 0.8</p> | | | |
| <p>It is required that product brochures for UPS and Batteries offered is submitted along with the quotation. Also it is required that only relevant literature pertaining to the offer is submitted which matches the specification</p> | | | |
| <p>It is mandatory to provide warranty of the entire UPS system including Batteries.</p> | | | |
| <p>It is mandatory to quote for comprehensive AMC for the UPS for a period of 3 years from the date of expiry of the warranty period separately for UPS . This will be added to the cost while deciding the vendor. Please indicate if any item is not included in the purview of Warranty / AMC.</p> | | | |
| <p>Submit a Test Certificate from an Approved Agency conforming to the specifications that offered by you for the UPS.</p> | | | |
| <p>It is desirable that the UPS should be capable of connecting to NMS/SNMP option</p> | | | |

**ANNEXURE-I C
TECHNICAL SPECIFICATIONS**

| Technical Specifications for Double Conversion Online 10 KVA UPS s with Four Hours Battery Backup | | Complied Yes / No | Deviations if any |
|---|--|-------------------|-------------------|
| Components/Specifications | 10 KVA UPS SYSTEMS | | |
| 1. CAPACITY | 10 KVA | | |
| 2. MODEL NAME & NO. | | | |
| 3. GENERAL | | | |
| INVERTER TECHNOLOGY | True On-line IGBT based-Double Conversion UPS with DSP (Digital Signal Processing) Technology. | | |
| Noise Level | Less than 50 dB | | |
| Operating Temperature | 0 - 45 degrees centigrade | | |
| Humidity | 10 to 70% non-condensing | | |
| Total Harmonic Distortion | <3% for 100% linear load <5% for 100% non-linear load | | |
| Crest Factor | Minimum 3:1 at full load | | |
| Output Wave Form | Sinusoidal | | |
| Cold Start feature | Should be provided | | |
| Active input PF correction | > 0.94 (equal to 0.94) | | |
| 4. INPUT | for 10 KVA | | |
| Input | 10 KVA , Three Phase, 4 wire | | |
| Input Voltage Range | 415 V +10%, -20% Single Phase | | |
| Input Frequency Range | 47 to 53 Hz | | |
| Input power at full load (At minimum rated power factor) | As provided in technical specs | | |
| Input Voltage at which mains fail is sensed at full load and battery takes over. | 384 VAC and 480 VAC for Single Phase | | |
| 5.OUTPUT | | | |
| Output Voltage | 230 VAC Single Phase, +/- 1.5% at full load | | |
| Output Frequency | 50 Hz +/- 0.5% (free running) | | |
| 6. EFFICIENCY | | | |
| Overall Efficiency | 85% or better | | |
| Inverter Efficiency | 93% or better | | |
| 7. STATIC SWITCH (Bi-directional) for all ratings. | Should be provided and should take care of 100% load transfer without break. | | |
| 8. LOAD POWER FACTOR | Should not be less than 0.7 lagging | | |
| 9. OVERLOAD CAPACITY | 130% overload for 60 seconds. 125% overload for 10 Minutes. | | |
| 10.UPS SHUT DOWN | | | |

| | | | |
|---|---|--|--|
| UPS should shut down with an alarm and indication on. | | | |
| 7. Output over voltage | 250 V AC adjustable | | |
| 8. Output under voltage | 200 V AC adjustable | | |
| 9. Battery low | 1.75 v / cell | | |
| 10. Inverter over load | 130% for 1 minute | | |
| 11. Over temperature | Should be provided | | |
| 12. Output short | Should be provided | | |
| 11.ISOLATION | | | |
| Isolation of power | Both input & output should have MCB's. Also Battery connection to have MCB/MCCB/ switch. | | |
| Isolation Transformer | Should be provided between input and output as built in. | | |
| Galvanic Isolation | Should be provided | | |
| Manual Service Bypass | Should be provided | | |
| 12.PROTECTION | | | |
| Short Circuit Protection | MCB/MCCB Should Trip or UPS should shut down without blowing any fuses. | | |
| Input over and under voltage | MCB with Alarm. UPS should be absolutely safe in the case of High Voltage/ High Current/High Spike/High Surges etc at input to the UPS. | | |
| Output over & under voltage | MCB with Alarm. The safety of the load connected to the UPS should be protected under any circumstance. | | |
| 13.INDICATORS | | | |
| Over Temperature | | | |
| Load on Battery | | | |
| Battery on Charge | | | |
| Input over/under voltage | | | |
| Battery Low (warning and prior Half an hour warning stating Battery is going low) | | | |
| Inverter On | | | |
| Inverter tripped | | | |
| Output Over voltage | | | |
| Output low | | | |
| Charger on | | | |
| UPS on Bypass | | | |
| 14.METERING | | | |
| DC voltage | Available/ Not Available | | |
| DC Current charge | | | |
| Output voltage | | | |
| Output current | | | |
| Input voltage | | | |
| Digital Three and Half digit Frequency Meter | | | |
| 15.BATTERY BACKUP | | | |
| Period of backup | Four Hours for 10 KVA | | |

| | | | |
|--|---|--|--|
| Batteries | SMF Batteries VRLA (Calcium batteries not acceptable) | | |
| Total DC bus voltage | 240/288 VDC | | |
| Battery make (Give literature) | Exide/Panasonic/Amararaja/Rocket/ Numeric only | | |
| Battery Charger (Internal/External) & type | Internal - Temperature controlled Battery charging with automatic Battery test. | | |
| Minimum Charger Current | 10 % of Battery AH | | |
| Battery recharge time (after complete discharge) to 100% Charge. | Battery recharge time should not exceed 12 hrs | | |
| Battery AH rating & Number of Batteries | Please specify no. of batteries and AH rating Bank prefers 100 AH or above | | |
| Maximum no of batteries should not exceed | Upto 48 batteries | | |
| Battery Housing | Should be having on Racks | | |
| Battery life | Minimum 3 Years | | |
| | | | |
| 16.AUDIBLE ALARM FOR FOLLOWING CONDITIONS | (YES/ NO) | | |
| Battery low | | | |
| Mains failure | | | |
| Input over/under voltage | | | |
| Inverter under voltage | | | |
| Inverter over voltage | | | |
| Over temperature | | | |
| Inverter over load | | | |
| 17. Cooling system of UPS | Forced Air | | |
| Note: | | | |
| <p>It is required that Battery sizing shall be calculated based on the below mentioned formula.</p> $\frac{\text{UPS Rating in VA} \times \text{No. of Hours of Backup} \times \text{Power factor}}{\text{No. of Cells} \times \text{Low DC} \times \text{Efficiency} \times \text{Battery Derating Factor.}}$ <p>Note: (1) Power factor is 0.8 (2) Take Low DC at 1.75 Volt/Cell (3) Battery Derating factor is 0.8</p> | | | |
| It is required that product brochures for UPS and Batteries offered is submitted along with the quotation. Also it is required that only relevant literature pertaining to the offer is submitted which matches the specification | | | |
| It is mandatory to provide warranty of the entire UPS system including Batteries. | | | |
| It is mandatory to quote for comprehensive AMC for the UPS for a period of 3 years from the date of expiry of the warranty period separately for UPS . This will be added to the cost while deciding the vendor. Please indicate if any item is not included in the purview of Warranty / AMC. | | | |
| Submit a Test Certificate from an Approved Agency conforming to the specifications that offered by you for the UPS. | | | |
| It is desirable that the UPS should be capable of connecting to NMS/SNMP option | | | |

ANNEXURE-M

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY'S LETTER HEAD

To
The Dy. General Manager (IT)
SyndicateBank
Department of Information Technology
Corporate Office
II Floor, Commercial Complex,
National Games Village, Koramangala,
Bangalore-560 047

Sir,

We refer to our bid for your RFP No:46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012 for Supply, Installation, Commissioning and Maintenance of UPS systems with 4 hours backup for a period of 6 years for our branches/ Administrative offices across India.

We, _____ (Company) hereby undertake to indemnify SyndicateBank (Bank) for any cost, loss, or consequences resulting from any loss or damage that the Bank may sustain on account of any violation of patents, IPR, trademark etc., by the Company in respect of equipments, components, software, etc. supplied under the above referred RFP. Further the Company shall fully indemnify the Bank against all losses claims, penalties, proceedings, costs, expenses, damages and for the consequences resulting thereto incurred/sustained as a result of any material breach by the Company.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

ANNEXURE –N

TECHNICAL COMPLAINE STATEMENT

DECLARATION :

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document RFP No:46/FY 2011-12/UPS/MC-108/kvr dated January 19,2012

We certify that the UPS systems supplied by us conform to the technical specifications stipulated in the RFP form as per Annexure-IA, IB and IC for Supply, Installation, Commissioning and Maintenance of 3 KVA, 5 KVA and 10 KVA UPS Systems respectively with 4 hours backup for Bank branches/ Administrative Offices across India

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorized signatory)

ANNEXURE - K**RULES FOR REVERSE AUCTION**

| Sl. | Particulars | Details |
|-----|--|--|
| 1. | BUYER NAME | Syndicate Bank Corporate Office:DIT NGV Shopping Complex II Floor, National Games Village Koramangala Bangalore – 560047 |
| 2. | AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER) | Name : M/s e Procurement Technologies Ltd. Address : No.10/2, Narendra Plaza, Universal Business Centre, Victoria Road, Bangalore – 560 047 Phone no : 080 - 4031176 Fax : 080 - 4031 6201 Email : robin@abcprocure.com Contact Person : Mr. Robin Mobile - 09845484101 Ms. Richa Pandit - 09374519729 Mr. Parin Desai - 09374519754 |
| 3. | WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION | http://syndicatebank.abcprocure.com Auction Date : Will be Intimated Online Initial Sealed Bid Time: Online Reverse Auction Time: (With extension as applicable) |
| 4. | DOCUMENTS ATTACHED | Rules and Terms & Conditions of Reverse Auction : Compliance Statement (Annexure K-1) Price Bid Confirmation (Annexure K-2) |

Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes at its Corporate/Regional Offices to get the most competitive price from the participating technically qualified Vendor / Service Providers/ vendors.

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

PROCESS OF REVERSE AUCTION

- a) Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank shall enter into a separate agreement with the Service Provider clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and

conducts the Reverse Auction.

- c) For the proposed reverse auction, technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- e) Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance by the Bidder.
- f) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each Bidder for this purpose.
- g) The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- h) Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- i) Each Bidder shall participate in the training/ mock auction at his / their own cost.
- j) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.
- k) Reverse auction will be conducted on schedule date & time and the same shall be communicated in advance.
- l) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse auction. Without this the Bidder will not be eligible to participate in the event.
- m) ***Bidder is required to give their indicative price to the Bank during the online sealed bid. Timings of the online sealed bid will be intimated by the Bank in advance.***
- n) Start price for the reverse Auction will be notified by the Bank.
- o) All the bids made from the log-in ID given to Bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the Service Provider / auctioneer.
- p) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- q) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- r) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- s) The maximum time limit for online Reverse Auction is 1 (One) hour only and further extension may be provided. However this is subject to and will be as per the intimation provided by bank/ service provider before the start of the reverse auction process.
- t) At the end of reverse auction event, the lowest Bidder value will be known on the network.

- u) The lowest Bidder has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- v) Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- w) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- x) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- y) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction.

1. Definition :

"Bank" means Syndicate Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified , having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

"L1" means Bidder who is getting maximum marks in Techno-commercial method of evaluation.

"L2" means the Bidder who is getting the second highest marks in Techno-commercial method of evaluation. This method of evaluation is to get best quality cum price. The evaluation criteria is as per ANNEXURE-.L

2. Eligibility of Bidders to participate in Reverse Auction:

- 2.1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure-K-1 can only participate in Reverse Auction related to the procurement for which RFP is floated.
- 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non availability of valid digital certificate.
- 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of

Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure K-1 (Compliance Statement)

2.4.2. Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training :

3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.

3.2. All rules & procedure related to Reverse Auction will be explained during the training.

3.3. The Bank/Service Provider may also conduct a "Mock Reverse Auction" to familiarise the vendor/s with Reverse Auction process.

3.4. Date, Time, Venue etc of training will be advised at appropriate time.

3.5. Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidder's own cost.

3.6. No request from the Bidders for change in training schedule and/or venue will be entertained.

3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.

3.8. Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders prior to the Reverse Auction date.

4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

4.3. Reverse Auction will normally be for a period of one hour with extension. However this is subjected to change and will be intimated by bank/ service provider before the start of reverse auction process. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, and if extensions are provided by the bank auction period shall get extended automatically for another 10 minutes. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

4.4. The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

4.5. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

4.6. Bank/ service Provider will in no way be responsible for any failing of systems/ communications etc. In such a case fax can be sent to service provider giving sufficient time for service provider to upload in their systems.

Bank's decision will be final in this matter. No correspondence will be entertained in this matter

5. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

6. Price Schedule and AMC after warranty:

The Bidder, during the Reverse-auction', shall quote the Hardware Prices and details of the AMCs as per the following format:

(Amount in Rupees)

| S No | Item Description (a) | Qty (Nos) (b) | Unit Price (c) | Total Price (d) = (b) * (c) |
|--|--|---------------------|--|--|
| 1 | UPS COST | | | |
| | 3 KVA UPS with 4 Hrs Back up (without Batteries) | 370 | xxx | xxxx |
| | 5 KVA UPS with 4 Hrs Back up (without Batteries) | 100 | xxx | xxxx |
| | 10 KVA UPS with 4 Hrs Back up (without Batteries) | 25 | xxx | xxxx |
| SUB TOTAL (T1) | | | xxx | xxxx |
| 2 | BATTERY BANK COST (a) | Qty (b) | Unit Price (total battery bank) (Rs) (c) | Total Price (d) = (b) * (c) |
| | Total Battery Bank with 4 Hrs Back up for 370 Nos. 3 KVA UPS Systems | 370 Units | xxx | xxxx |
| | Total Battery Bank with 4 Hrs Back up for 100 Nos. 5 KVA UPS Systems | 100 Units | xxx | xxxx |
| | Total Battery Bank with 4 Hrs Back up for 25 Nos. 10 KVA UPS Systems | 25 Units | xxx | xxxx |
| SUB TOTAL (T2) | | | xxx | xxxx |
| 3 | AMC FOR 3 YEARS FOR UPS SYSTEMS WITHOUT BATTERIES AFTER WARRANTY OF 3 YEARS | | | |
| S No | Item Description (a) | Qty (Nos) (b) | Unit AMC Price /Yr (Rs) (c) | Total Price for 3 Years (Rs) (d) = (b) * (c) *3 |
| | 3 KVA UPS with 4 Hrs Back Up | 370 | xxx | Xxx |
| | 5 KVA UPS with 4 Hrs Back Up | 100 | xxx | Xxx |
| | 10 KVA UPS with 4 Hrs Back Up | 25 | xxx | Xxx |
| SUB TOTAL (T3) | | | | Xxx |
| GRAND TOTAL = Total price of T1 + T2+T3 | | | | Xxx |

Notes:

- a. The vendor has to quote the above prices excluding taxes.
- b. Annual maintenance charges should be for three years after free warranty period of three years should be quoted. AMC rate should not be less than 5% p.a. of the basic cost of the system.
- c. L1 status is determined based on 'GRAND TOTAL'.
- d. Sales Tax/Service Tax /VAT, at actual, is payable extra.
- e. Bank reserves the right to request the vendor to pass on the benefit of any discount/downward revision of prices and taxes, if any, as per market conditions or other wise during any period in respect of orders placed during that period.
- f. The prices quoted should be valid for one year from the date of acceptance of purchase order.
- g. If the repeat P O is issued within one year, the selected vendor has to confirm that he will supply the Hardware at the contracted price irrespective of foreign currency fluctuations/ market conditions or at a lower price, if there is a fall in the prices in the Hardware.
- h. Irrespective of the Bidder's Service Level Agreement with Original manufacturer, at cost or otherwise etc , the Bidder has to strictly adhere to the service support terms & conditions of RFP .
- i. It will be the bank's discretion to award 60 % to L-1 and 40% to L-2 in case L-2 matches the price of L-1 vendor. Bank may or may not go for splitting the quantity under this order.
- j. The UPS should be capable of connecting/getting input power from Generator

7. Start Price:

7.1 Bidder needs to give their indicative price to the Bank during the ONLINE SEALED BID. Timings of the online sealed bid will be intimated by the Bank in advance.

7.2 Bank shall determine the Start Price for Reverse Auction

- a. on its own and / or
- b. Based on the indicative price band information on Grand Total as per our price schedule received during the ONLINE SEALED BID with AMC discounted value
- c. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID

7.3 The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the start price itself. Please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

8. Decremental Bid Value:

- 8.1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 8.2. Bidder is required to quote his bid price only at a specified decremented value which may be informed to the technically responsive bidders during reverse auction.

8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

8.4. Bid decrement value shall be rounded off to nearest 10,000s or 20,000s.

9. Web Portal and Access :

9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.

9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.

9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

9.4. In the event of failure of their internet or any services during the reverse auction process:

9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed bid price online so that the service provider will upload that price online on behalf of the Bidder.

9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed and the service provider has entered the same in the system.

9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.

9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

9.5. In order to ward-off such contingent situation

9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back – up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.

9.5.2. Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

9.5.3 Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.

- 9.5.4. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.
- 9.5.5. Bank and / or Service Provider will in no way liable to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- 9.7. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure etc. In the normal course bank will not entertain any request for postponing or extending the auction. Bank will not entertain any correspondence in this matter of reverse auction.

10. TRANSPARENCY IN BIDS:

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

11. MASKING OF NAMES:

- 11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

i) Opening Price

ii) Leading / Lowest Bid Price in Auction (only total price)

iii) Last Bid Price placed by the respective Bidder

- 11.2. Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

11.3. After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

12. Finalisation of the Successful Bidder:

12.1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

12.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.

12.3. Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure-K-2) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Annexure-K-2 should reach the Bank within 48 hours of Reverse Auction without fail.

12.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite

disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

12.5. Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.

12.6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

12.7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice or may call for closed sealed bids.

13. Bidder's Obligation:

13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other Vendor / Service Providers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Change in Rules and Terms & Conditions of Reverse Auction:

14.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & conditions of Reverse Auction at any point of time.

14.3. Modifications of Rules and Terms & conditions of Reverse Auction will be made available on website immediately.

14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

15.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the bank shall be final and binding on all concerned.

**ANNEXURE - K – 1
COMPLIANCE STATEMENT**

(To be submitted in Company's letter head by all the Bidders participating in Reverse Auction)

Date :

To
The Deputy General Manager
Syndicate Bank
Corporate Office : Department of Information Technology
NGV Shopping Complex
Koramangala
Bangalore – 560 047

DECLARATION

1. We _____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP No. _____ dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Syndicate Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honour the Bids placed by us during the auction process,

failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.

12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name -

Company / Organization -

Designation within Company / Organization –

Address of Company / Organization –

Name of Authorised Representative: Mr. /Ms. _____

Designation of the Authorised Representative: _____

Signature of Authorised Representative: _____

Verified above signature

Signature of the Authorised Signatory with Name and Company seal

Date: _____

Annexure- O
(Performance Bank Guarantee Form)

Syndicate Bank,
Department of Information Technology
Corporate Office,
NGV Commercial Complex, 2nd Floor
Koramangala , Bangalore 560 047

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract"), dated _____

AND WHEREAS it has been stipulated by you in the said contract that _____ shall furnish you with a performance bank guarantee by a recognized bank for the sum of Rs. _____ specified therein as security for compliance with the _____ performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____ -

THEREFORE WE hereby affirm that we as guarantors and responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Bangalore on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged form all liabilities hereunder whether or not this document is returned.

Place:
Date:

Annexure- P
AMC Guarantee Form

To
Syndicate Bank,
DEPARTMENT OF INFORMATION TECHNOLOGY
CORPORATE OFFICE
2nd Floor, Commercial Complex,
National Games Village Koramangala,
BANGALORE – 560 047

WHEREAS () has undertaken in pursuance of the contract no._____ dated _____ to, inter-alia, Maintenance and support of _____ as per the contract document (herein after called "The Contract"), dated ____ (purchase order No.)

AND WHEREAS it has been stipulated by you in the said contract that _____ (company's name) shall furnish you with a bank guarantee by a recognized bank for the sum of Rs._____ specified therein as security for compliance with the _____ maintenance/support obligations in accordance with the contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____(Company's name)-

THEREFORE WE -----(bank's name and address) hereby affirm that we as guarantors are responsible to you, on behalf of _____, upto a total of Rs._____ and we undertake to pay you, upon your first written demand declaring _____ (Company's name) to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs._____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (3 years Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs._____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Bangalore on or before _____ Three months from the date of expiry- Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:
Date:

---- End of document ----