

Request for Proposal  
(RFP)  
For procurement of UPS Systems

**TABLE OF CONTENTS**

DOCUMENT CONTROL SHEET.....3

DISCLAIMER.....4

SECTION 1.....5

1. *PURPOSE*.....5

2. *Eligibility Criteria/pre-qualification for bidders*.....5

3. *PRICES*.....5

4. *DELIVERY LOCATION & TIME*.....6

5. *PAYMENT TERMS*.....6

SECTION – 2 .....7

1. *INVITATION FOR BIDS*.....7

2. *INSTRUCTIONS TO BIDDERS (ITB)*.....8

3. *BID OPENING AND EVALUATION OF BIDS* .....10

4. *CONTACTING IDBI CAPITAL*.....11

5. *AWARD OF CONTRACT* .....12

6. *NOTIFICATION OF ACCEPTANCE OF BID* .....12

SECTION – 3 .....12

1. *REQUIREMENT*.....12

2. *Scope of work* .....12

3. *Product Technical Specifications* .....13

4. *Prices* .....16

5. *Delivery Location & Time*.....16

6. *Penalty for Default in Delivery*.....16

7. *Installation*.....16

8. *Documentation and Manuals*.....16

9. *Acceptance Test*.....17

10. *Warranty* .....17

11. *Penalty during warranty period*.....18

12. *Service Level expectations (SLA)* .....18

Section – 4 .....19

1. *Eligibility Criteria* .....19

2. *GENERAL TERMS AND CONDITIONS*.....20

ANNEXURE : CONTENTS OF BID .....22

1. *ANNEXURE – I: Technical Bid* .....23

2. *ANNEXURE – II: COMMERCIAL BID* .....25

3. *ANNEXURE – III: UNDERTAKING*.....28

4. *ANNEXURE – IV: ACCEPTANCE OF RFP TERMS* .....29

5. *ANNEXURE – V: NON DISCLOSURE AGREEMENT*.....30

6. *ANNEXURE – VI: Self-Declaration Certificate*.....33

## DOCUMENT CONTROL SHEET

<b>Name of the Company</b>	IDBI Capital Markets & Securities Ltd	
<b>RFP Reference No</b>		
<b>Date of issue</b>	6 <sup>th</sup> December, 2018	
<b>Last Date and Time for Receipt of Bids</b>	Date	13 <sup>th</sup> December, 2018
	Time	17:00 hours
<b>Date and Time Of Opening of Technical Bid</b>	Date	will be intimated to bidders
	Time	will be intimated to bidders
<b>Place of Submission of Bid</b>	<b>IDBI Capital Markets &amp; Securities Ltd</b> 6 <sup>th</sup> Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005. Tel: 022 - 2217 1100 <b>Contact Person: Shri Prasad Chitnis</b>	
<b>Place of Opening of Bids</b>	As above	
<b>Address for Communication</b>		

## Note:

1. This tender document is the property of IDBI Capital Markets & Securities Ltd & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above.
3. This bid document has 33 pages.

**DISCLAIMER**

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") provided to the Bidders, is provided by IDBI Capital Markets & Securities Limited (hereinafter referred to as "IDBI Capital") to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer by IDBI Capital to the prospective bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for IDBI Capital, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

While this RFP has been prepared in good faith, neither IDBI Capital nor its employees or advisors/consultants make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in this RFP. IDBI Capital, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

IDBI Capital may, in its absolute discretion, but without being under any obligation to do so, update, amend, supplement, withdraw or cancel this RFP document or the information in this RFP document.

## SECTION 1

### 1. PURPOSE

IDBI Capital Markets & Securities Limited (Hereinafter referred as IDBI Capital) seeks this “Request for Proposal” (RFP) is for supply, installation and maintenance of UPS Systems of 30 KVA and 40 KVA as per the specifications (detailed in section-3 Technical specifications) with 3 years comprehensive onsite warranty on UPS, 3 years warranty on Batteries and post-warranty Comprehensive AMC on UPS systems, at IDBI Capital’s locations of.

The location details are as mentioned below,

Sr. No.	Location
1	IDBI Capital Markets & Securities Ltd, C/o IDBI Bank Ltd. , 5 <sup>th</sup> and 6 <sup>th</sup> Floor, IDBI Tower, WTC Complex, Cuff Parade, Mumbai - 400005

IDBI Capital reserves the right to modify the capacity / quantities of the UPS systems.

### 2. Eligibility Criteria/pre-qualification for bidders

- i. The bidder may be an OEM or an Authorized Partner. In case the OEM does not bid directly, OEM may bid through any of their Gold/Tier-I or Silver/Tier-II Authorized Partner.
- ii. The Bidder must have deployed the proposed OEM Product / Solution for at least one BFSI client. Deployment details to be furnished in the form of Purchase order raised by the Organisation. (Copies of POs to be provided with the bid document – except for the name of the client, other critical details may be blanked out).
- iii. Bidder should have its own support offices / manpower in Mumbai. (Escalation/Support matrix to be provided) and will maintain the same for at least next five years.
- iv. The Bidder shall provide a self-declaration certifying that there are - (a) no vigilance and / or court cases pending or threatened against it (b) no inquiry or investigation pending or threatened against it from any statutory regulatory and / or investigation agency and (c) The Bidder has not been blacklisted by any public sector organization in the last 5 (five)-years. {Self-Declaration on Company's letter Head signed by authorised person.}

### 3. PRICES

- a. The amounts mentioned in the bid should be exclusive of tax, if any applicable.
- b. Taxes, levies, duties, charges etc. should be separately included / indicated in the bid price.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

- c. All taxes, if any, applicable shall be deducted at source as per prevailing regulations while making any payment.
- d. Price quoted should be valid for a minimum of 90 (ninety) days from the date of submission of Commercial Bid.
- e. The price quoted should be in Indian Rupees (INR) Only.
- f. The Price quoted by the Vendor cannot be altered or changed due to escalation on account of forex fluctuations, any variation in taxes, levies and cost of material.
- g. The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.

### 4. DELIVERY LOCATION & TIME

The Delivery will be at Mumbai within **2-3 weeks** from the placement of order as below:

Sr. No.	Location
1	IDBI Capital Markets & Securities Ltd, C/o IDBI Bank Ltd. , 5 <sup>th</sup> and 6 <sup>th</sup> Floor, IDBI Tower, WTC Complex, Cuff Parade, Mumbai - 400005

### 5. PAYMENT TERMS

50% Payment would be released to the vendor on successful delivery, thereafter 30% on completion of deployment and installation. The balance 20% will be released after project signoff.

- a. Taxes, if any applicable, shall be deducted at source as per current rate while making any payment.
- b. Payments would be made on submission of invoice.

**IDBI Capital reserves the right to reject all or any bid or cancel the quotations without assigning any reason for the same.**

**SECTION — 2**

**1. INVITATION FOR BIDS**

This “Invitation for Proposal” is for procurement of UPS Systems. Sealed offers / bids prepared in accordance with this RFP should be submitted on or before the date and time mentioned in the document control sheet to:

Kind Attention: Shri Prasad Chitnis  
 IDBI Capital Markets & Securities Ltd.

5<sup>th</sup> Floor, IDBI Tower, WTC Complex,  
 Cuffe Parade, Mumbai – 400 005.

**1.1 INVITATION FOR BIDS**

The bidder is expected to examine all instructions, procedures, manner of bidding, forms, terms and specifications in this RFP. Bid shall be deemed to have been done after careful study and examination of this RFP with full understanding of its implications. The bid should be precise, complete and in the format prescribed in this RFP. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the bidder’s risk and may result in rejection of the bid.

**1.2 Clarification of Bidding Documents**

Prospective bidders requiring any clarifications on this RFP may notify IDBI Capital in writing by E-mail. The following personnel may be contacted for these purposes.

Name of the officers	Contact Details
Mr. Sandeep Gorivale	Phone : 022-39148353 Email : sandeep.gorivale@idbicapital.com

IDBI Capital shall respond to any request for clarification on the bidding documents, from the prospective bidders, which it receives not later than **the date and time mentioned in the document control sheet**. Further IDBI Capital will respond to all clarifications, without identifying the source of the inquiry. IDBI Capital shall not be responsible for any external agency delays.

**1.3 Amendment of Bid Document / RFP Document / Corrigendum**

- a) IDBI Capital reserves the sole right to include any addendum to this entire bid process. The bidders shall not claim as a right or compel IDBI Capital to do the aforesaid.
- b) At any time before the deadline for submission of bids / offers, IDBI Capital may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify this RFP / Bid Document.
- c) All prospective bidders who have received this RFP shall be notified of the amendment in writing by e-mail or fax or post or by hosting the same on our website [www.idbicapital.com](http://www.idbicapital.com) , and all such amendments shall be binding on them.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

- d) If required, in order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, IDBI Capital reserves the rights to extend the deadline for the submission of bids. However no request from the bidder, shall be binding on IDBI Capital for the same.

## 2. INSTRUCTIONS TO BIDDERS (ITB)

### 2.1 Documents constituting the Bid

The bid prepared by the bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

#### Technical Bid

- a) **Refer Annexure I** – for the Technical Bid formats.
- b) Please note that **no price schedule should be indicated in the Technical Bid** and prices shall be strictly quoted only in the commercial bid.

#### Commercial Bid

- a) **Refer Annexure II** – for the Commercial Bid contents and formats.
- b) Commercial bids will only contain cost of the UPS solution being procured as per the details given in **Section 3**.
- c) The bidders shall quote price in clear terms.
- d) The Commercial Bids should strictly conform to the formats to enable evaluation of bids, and special care may be taken to avoid any hidden costs or conditional costs, **any offers with hidden or conditional costs will be liable for straight forward rejection**.
- e) The price components furnished by the bidders will be solely for the purpose of facilitating the comparison of bids by IDBI Capital and will not in any way limit IDBI Capital's right to negotiate the contract or any of the terms offered.
- f) All prices shall be for delivery of the required UPS at IDBI Capital's premises. The aggregated price should also be quoted in words.

### 2.2 Preparation of bids

- a. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and IDBI Capital, shall be written in the English language only.
- b. Clarifications on Bid document / RFP before bidding, the bidders are requested to carefully examine the Bid Documents and the terms & conditions specified therein however if there appears to be any ambiguity, contradictions, gap(s) and / or discrepancy between any of the Bid Documents, they should forthwith refer the matter to IDBI Capital for necessary clarifications.

### 2.3 Bid Currencies

All Prices shall be quoted in Indian National Rupee (INR).



## 2.4 Period of Validity of Bids

### Validity Period

- a. Bids shall remain valid for a minimum of 90 (ninety) days, IDBI Capital holds the rights to reject a bid, valid for a period shorter than 90 (ninety) days as non-responsive, without any communication to the bidder thereof.
- b. Extension of Period of Validity.
- c. In exceptional circumstances, IDBI Capital may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. A Bidder granting the request will not be permitted to modify its bid.
- d. Format and Signing of Bid.
- e. The bidders shall prepare one Single Technical Bid, clearly marked as "**Technical Bid**". Similarly bidders shall prepare only one Indicative Commercial Bid, clearly marked as "**Commercial Bid**".

## 2.5 Authentication of Bid

- a. The bids shall be type written and shall be signed by a person or persons duly authorized. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

## 2.6 Validation of interlineations in Bid

- a. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

## 2.7 Sealing and Marking of Bids

- a. Enclosing of Bid: The Technical Bid shall be placed in a separate sealed envelope clearly marked as "**Technical Bid for UPS Systems**"
- b. The Commercial Bid shall be placed in separate sealed envelope clearly marked as "**Commercial Bid for UPS Systems**"
- c. Both the envelopes carrying the Technical (envelope A) and Commercial (envelope B) bids should then be put in a sealed single outer cover. The cover should be super scribed as "**RFP for Procurement of UPS Systems– IDBI Capital**".
- d. Bid envelope shall also indicate the name, contact phone no and address of the bidder.
- e. The quotes should be delivered in a sealed cover super scribed as "**Procurement of UPS Systems** addressed to:  
Kind Attention: Mr. Prasad Chitnis  
IDBI Capital Markets & Securities Ltd.  
5th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005.
- f. Responsibility of IDBI Capital: If the outer envelope is not sealed and marked as required, IDBI Capital will assume no responsibility for the bid being misplaced or being opened prematurely.
- g. Rejection of Bid: The bid has to be submitted in the form of printed hard document. The bids submitted by fax, telex or email shall not be accepted. Any condition put forth by the bidders non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

## 2.8 Deadline for Submission of Bids

- a. Last date for Submission : December 13, 2018

The bids (both Technical and Commercial Bids) must be received by IDBI Capital, at the address specified, not later than **the date and time mentioned in the document control sheet**. In the event of the specified date for the submission of bids being declared a holiday for IDBI Capital, the bids will be received up to the appointed time on the next working day.

- b. Extension for Last date for Submission

IDBI Capital may, at its own discretion, extend the period for submission of bids by amending the bid documents/RFQ, in which case all rights and obligations of IDBI Capital and bidders shall stand extended. However no request for extension of time from the bidders shall be binding upon IDBI Capital.

- c. Late Bids

Any bid received by IDBI Capital after the deadline for submission of bids prescribed by IDBI Capital, will be summarily rejected and returned unopened to the bidder. IDBI Capital shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

## 2.9 Modification and Withdrawal of Bids

- a. Written Notice

The bidder may modify or withdraw its bid after the bid's submission, provided that IDBI Capital receives written notice of the modification or withdrawal, on or before the last date for submission of bids.

- b. Signing and Marking of Notice

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the last date for submission of bids.

## 3. BID OPENING AND EVALUATION OF BIDS

### 3.1 Process for Technical Bids

- a. Technical compliance should be submitted as per each and every line item specified by IDBI Capital in Scope of work.
- b. Opening of Bids: IDBI Capital will open all Technical Bids at IDBI Capital Markets & Securities Ltd, 5th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai — 400 005 on or before the date and time mentioned in the document control sheet.
- c. Bids Not Considered For Evaluation: Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- d. Last Date for Notice: No bid may be modified subsequent to the deadline of submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form.

### **3.2 Process for Commercial Bids**

Commercial Bids of only technically qualified bidders will be opened. Commercial bids of technically disqualified bidders shall not be opened and shall not be returned to the bidders.

### **3.3 Completeness of bids**

IDBI Capital will examine the bids to determine whether they are complete, whether they meet all the terms & conditions and technical specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

### **3.4 Rejection of Non-responsive bids**

A bid determined as not responsive will be rejected by IDBI Capital and may not subsequently be made responsive by the bidder by correction of the nonconformity. Any decision in this regard by IDBI Capital shall be final, conclusive and binding on the bidder.

### **3.5 Waivers**

IDBI Capital may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

### **3.6 Rectification of Errors**

Decision as to any arithmetical error manifest or otherwise in response to Bid Document / RFP shall be at the sole discretion of IDBI Capital and shall be binding on the bidder. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the bidder.

### **3.7 Rejection / Acceptance of bid**

IDBI Capital reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the bidder

### **3.8 Cancellation of bid**

IDBI Capital reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the bidder.

## **4. CONTACTING IDBI CAPITAL**

### **4.1 Contacts by Writing**

No bidder shall contact IDBI Capital on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of IDBI Capital, it should be done in writing.

### **4.2 Rejection of bid**

Any effort by a bidder to influence IDBI Capital in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

**5. AWARD OF CONTRACT**

**IDBI Capital’s right to accept any bid and to reject any bid or all bids.**

IDBI Capital shall however not bind itself to accept the best bid or any bid and reserves the right to accept the bid, wholly or in part. IDBI Capital reserves rights to annul the bidding process and reject all bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected bidder or bidders.

**6. NOTIFICATION OF ACCEPTANCE OF BID**

**6.1 Notification to bidder**

Before the expiry of the period of validity of the proposal, IDBI Capital shall notify the successful bidder in writing by registered letter or by fax or by hand-delivery, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his / her absolute, unconditional and unqualified acceptance.

**SECTION — 3**

**1. REQUIREMENT**

IDBI Capital intends to procure the UPS Systems as per the technical specification and invites sealed quotations for the same.

Sr. No	Product Description	Quantity
1	30 KVA UPS Systems with each UPS having 1 hour of backup time	2
2	40 KVA UPS Systems with each UPS having 1 hour of backup time	2

We would also like bidders to take note of the following,

1. We intend to use 30 KVA UPS system for data center power supply and these need to be deployed in Active-Active redundancy with each should have 1 hours of backup time. UPS should be compatible with batteries of various capacities and OEMs.
2. 40 KVA UPS is for desktop users and each should have 1 hours of backup time. UPS should be compatible with batteries of various capacities and OEMs.

**2. Scope of work**

The bidder/UPS providers selected should ensure supply of systems as per the timelines and SLA levels prescribed in the RFP. The bidder should have a 24x7x365 days support contact center (Mumbai Location) in order to log the calls. The contact center numbers should be provided to the IDBI Capital along with the escalation matrix mentioning the contact person’s name, number and designation in the company.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

### 1. INSTALLATION OF UPS SYSTEMS

1. The successful bidder shall supply and install the UPS systems as under:
2. Install the UPS physically at the identified location.
3. Install all battery bank physically with interlink cables.
4. Check the Single/Three phase power supply and earthing.
5. Terminate the cables properly at Input section, Output section and earthing.
6. Identify/Tagged single/Three phase, Neutral and Earth properly. (R,Y,B,N.E)
7. Check the Input, Output, Earth-Neutral voltage, DC Bus and Individual battery voltage and mention the same in the Installation Report.
8. Asset Tagging — during installation, Engineer will share details of UPS asset creation.

### 2. PREVENTIVE MAINTENANCE

The Bidder shall carry out preventive maintenance at each quarterly basis for the UPS covered under AMC and bidder should submit relevant report.

### 3. DOCUMENTATION AND MANUALS

One set of manuals on the operation of the UPS System to be provided.

### 3. Product Technical Specifications

The production line/unit/factory of the brand of UPS System being quoted should be ISO 9001:2008 and 14001 certified and the CE Certificate of the product offered with Model number mentioned on it has to be submitted.

1. Microprocessor controlled, double conversion, true on-line with inbuilt transformer.
2. PWM technology with IGBT.
3. Compact design.
4. Floor mounted.
5. SNMP interface & web enabled monitoring software.
6. Generator compatibility for operation on generator set.
7. Operating ambient temperature: 40 degrees Centigrade.
8. The maximum length of cable between UPS and battery bank may be up to 10 meters. Bidders should quote per meter Rate for cable length exceeding 10 meters.
9. Only copper wire and cables to be used.
10. Input and output cables of up to 10 meter each to be provided by the vendor with the UPS system as per site requirement.

<b>INPUT SPECIFICATION :</b>
------------------------------

**IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS**

1.	Input voltage	415 Volt, 3-Phase input and 3-phase output(3:3), 4-wires
2.	Input Voltage tolerance	For full load: (-20%, +15%) For 80% load: (-30%, +15%) For 60% load: (-40%, +15%)
3.	Input Frequency	50 Hz
4.	Input frequency tolerance	+/- 8% (46-54 Hz)
5.	Input power factor	>0.95 at full load
6.	Input Current	Depending upon the KVA capacity/load
7.	Input circuit harmonic distortion	<3% for linear load <5% for nonlinear load
<b>OUTPUT Specifications:</b>		
1.	Output Ratings	30 & 40 KVA
2.	Output Power Factor	>0.96 at full load
3.	Output voltage	230(SP)/ 415 (TP) Volt, 4-wires
4.	Output Voltage variation	+/- -2%
5.	Output Frequency	50 Hz.
6.	Output Frequency tolerance	+/- -2%
7.	Output Waveform	<+/-2 % with linear load
8.	Output Distortion	<+/-3% with non-linear load
9.	Output circuit harmonic distortion	<3% for linear load, <5% for nonlinear load.
10.	Charger	Built-in, solid-state charger with appropriate ratings to charge 1hr-3hrs. Battery backup.
11.	Maximum Battery Charger Current (Standard)	10 A–30A
12.	Battery Charger Ripple	Ripple free charging
13.	DC bus voltage ripple	<1 RMS
14.	Overload capacity	110 % for 60 minutes 125 % for 10 minutes 150 % for one minute
15.	Over load trip	10 minute at 125% One minute at 150%
16.	Overall efficiency	95% at Full Load
17.	Output N-E voltage	<=1.0Volt

18	Transient Response	100% load change:<+/-5%
<b>Automatic Transfer of load from UPS to bypass</b>		
19	Transient recovery time after load change	< 1 ms (Synchronized Mode) < 10 ms (unsynchronized Mode)
20	Phase voltage asymmetry	Balanced load 100% unbalanced load :1 % : 2 %

21	Crest factor	3:1
----	--------------	-----

**Controls:**

1. Charger input MCCB
2. Battery circuit breaker (mounted separately in its own enclosure)
3. Inverter output MCCB
4. Bypass line Isolator
5. Maintenance by-pass isolator with line fuse
6. Alarm acknowledges/reset button
7. Inverter On-Off push button for manually switching off the inverter
8. Emergency off pushbutton

**Display: Digital Display Only**

1. AC input /Bypass/ Inverter indications
2. Battery operation/ shut down indication
3. Load/over load indication
4. Fault indications
5. Mains Failure/low battery audible alarms
6. Output Voltage, current and frequency indication
7. Battery voltage, Charging /Discharging Current
8. Maintenance bypass ON
9. Low battery
10. DC overvoltage

**Protections:**

1. Input Overvoltage/under voltage
2. Surge protection.
3. Input Frequency variation protection
4. Output short circuit protection& Over-temperature protection
5. Low battery shutdown
6. Battery current limit
7. Manual as well as static bypass(both)
8. DC overvoltage
9. Phase loss on input side
10. Negative sequence on input side
11. HRC fuses in the control circuit
12. Charger input current limit

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

Battery Specifications:		
1.	Battery type	Sealed Maintenance Free, valve regulated. Only valve Regulated Lead Acid (VRLA) type SMF batteries greater than or equal to 65AH rated capacity with electrolyte in absorbed form are acceptable . Any other type including calcium batteries are not acceptable.
2.	Battery make	Exide / Amarraraja / Panasonic /Rocket
3.	Backup time	Each UPS will have 1 Hours
4.	Minimum VAH rating Required for batteries	30KVA–40800; 40KVA–61000
5.	Battery Rack	Suitable Battery rack as necessitated by the hosting premises to be provided with the batteries.
6.	Maximum end cell Voltage during discharge	1.75 V/Cell

### 4. Prices

- i. The price quoted should be in Indian Rupees (INR) Only.
- ii. The amounts mentioned in indicative bid should be exclusive of Sales tax / VAT / Service tax as applicable.
- iii. All other Taxes, Levies, Duties, Charges, freight, insurance, packing, loading and unloading etc. should be included in the bid price.

### 5. Delivery Location & Time

The Delivery shall be done at ,

**IDBI Capital Markets & Securities Ltd**, IDBI Tower, 5<sup>th</sup> and 6<sup>th</sup> Floor, WTC Complex, Cuff Parade, Mumbai – 400005.

Within **Two Weeks** from the placement of order.

### 6. Penalty for Default in Delivery

If the vendor does not deliver the entire hardware & software as per the above delivery schedule, IDBI Capital may impose a penalty of 0.5% of the total value of the order for each week's delay subject to maximum of 10% of the contract value. In case the delay exceeds two weeks, IDBI Capital reserves the right to cancel the order unconditionally.

### 7. Installation

Installation will be deemed to be complete when all the UPS System as per technical specifications along with the accessories/software necessary to make the hardware functional are duly installed and commissioned.

### 8. Documentation and Manuals

One set of manuals for hardware supplied with each UPS System.

The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

Unless and otherwise agreed, the equipment(s) shall not be considered to be completely Delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.



## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

System manuals should include the specifications of the various equipment's supplied.

### 9. Acceptance Test

IDBI Capital and/or an outside agency nominated by IDBI Capital will conduct an acceptance test on the hardware within a period of four weeks from the date of completion of installation and commissioning of hardware by the vendor. Acceptance test shall comprise of tests to verify conformity of technical requirements/specifications and performance. In case IDBI Capital is not satisfied with the above then, the vendor will upgrade /replace them with appropriate model. The exact details of acceptance test will be mutually decided after the installation of hardware.

#### 9.1 Acceptance Certificate:

On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate/ Installation Certificate. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

#### 9.2 Incidental Services

The incidental services to be provided pursuant to and in accordance with the Contract are as under:

Performance of on-site commissioning of the System;

Furnishing of services required for maintenance of the rendered Systems.

Furnishing manuals for each appropriate unit of the rendered Systems.

Maintenance / Support of the rendered equipment / services for the "Contract Period",

Provided that this shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and any other related services as the Purchaser may require and deem fit.

### 10. Warranty

The vendor will warrant the equipment's /components against defects arising out of faulty design, materials and workmanship for a period of **36 months support on 24 X 7 basis from the date of acceptance of entire hardware**. Defective equipment shall be replaced by the vendor at his / her own cost, including the cost of transport, if any.

Batteries (SMF)

3 year's comprehensive onsite warranty from the date of installation.

The Bidder further represents and warrants that all equipment delivered rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or Omission of the Bidder.

Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, Repair or replace the defective equipment or parts thereof, without cost to Purchaser.

If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

### Post warranty support

After the expiry of warranty, the UPS systems [excluding batteries] should be supported through comprehensive Annual Maintenance Contract (AMC) for 9 years

#### 11. Penalty during warranty period

- i. Any component in the UPS System that are reported to be down on a given date should be replaced (RMA) by substitute (of equivalent or higher configuration) within **72 hours** for Mumbai location, the reporting will be through a telephonic message or any other mode as IDBI Capital may decide.
- ii. IDBI Capital reserves the right to levy/waive off penalty considering various circumstances at that point in time.
- iii. The Bidder shall execute and furnish to IDBI Capital, a deed of indemnity in favor of IDBI Capital in a form and manner as specified by IDBI Capital, indemnifying IDBI CAPITAL its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the services or any part thereof and/or otherwise. The Bidder shall provide an Undertaking as stipulated in Annexure III .

#### 12. Service Level Expectations (SLA)

- i. During the warranty and AMC period the following service levels are expected to be maintained by the Vendor/Bidder.
- ii. Consistent breach of Service levels by the Vendor/Bidder may lead to invocation of Clause for "Termination for Default"
- iii. 99.9% uptime is expected for all devices and would be calculated on a quarterly basis.
- iv. Any problems/Issues / defects in UPS solution, enhancement requests reported to the vendor/bidder should be categorized based on severity as follows:
  - Defective equipment shall be repaired / replaced and standby equipment provided thereto, by the bidder at his own cost, including the cost of transport if any.
  - In case of Dead on Arrival (DOA) case, Bidder should provide standby UPS until replacement is provided.
  - The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the maintenance of the hardware.
  - To complete the work at the site within the stipulated timeframe, Vendor's engineers may have to visit the site multiple times at no extra cost to the IDBI capital.
  - The bidders should keep spare units at appropriate locations to meet the service level agreement (SLA) requirements. The address & number of units reserved should be indicated in the offer. This stock will be subject to periodic inspection by IDBI Capital. Noncompliance will invite penal action or disqualifications.
  - The successful Bidder must co-ordinate with all back-end vendors for proper delivery and installation of the equipment at each branch location.
  - Necessary road permits and way bills required for transportation and delivery of all the equipment should be arranged by the Bidder / Vendor.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

- The successful Bidder shall appoint one engineer as a single point of contact for coordination purpose.
- **Shifting Support:** In case IDBI Capital wishes to shift any of the UPS system from one place to another, in the same city, bidder's engineer shall be made available on the site for the purpose of dismantling, pre-shifting inspection, post-shifting inspection, installation etc. IDBI Capital shall not be responsible and shall not be liable to pay for any losses, costs, expenses, damages and/or otherwise incurred on account of any damage to the items of equipment's, tools and machinery while such shifting is being carried out.
- **Report:** Reports of availability, performance, incident management, for all Systems shall be submitted on monthly basis to IDBI Capital. Quarterly review shall be conducted for all Service Level Agreements.
  - a. Issue resolution / Onsite Visits within 2 hrs for level 0 issues
  - b. Issue resolution / Onsite Visits within 4 hrs for level 1 issues
  - c. Issue resolution / Onsite Visits within 8 hrs for level 2 issues
  - d. Issue resolution / Onsite Visits within 24hrs for level 3 issues
  - e. Onsite TAC and RMA Support

System Maintenance & Support services will include the following activities.

- a. 24 x 7 online support

For RMA (Return Material Authorization) the turnaround expected is as below,

**RMA Support should be valid for 24x7 with a response time of 4 hours.**

### Section – 4

#### 1. Eligibility Criteria

S. No.	Eligibility Criteria	Complied (Yes/No)	Documents to be submitted
1.	The bidder must be an Indian firm / company / organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full Address of the registered office.
2.	The vendor/bidder must be Gold/Tier-1 or Silver/Tier-2 partner of the OEM for the proposed product.		OEM Gold/Tier-1 or Silver/Tier-2 declaration from OEM.
3.	The bidder must have an minimum average turnover of Rs.5 crores during last 3 financial year(s).		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years i.e. 2015-16 , 2016-17 & 2017-18

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

4.	The bidder should be profitable organization (on the basis of Operating Profit / PBT / PAT) for at least 2 out of last 3 financial years.		Copy of the audited balance sheets and / or Certificate of the Chartered Accountant for preceding three years i.e. 2015-16, 2016-17 & 2017-18.
5.	Bidder should have experience of minimum 5 years in providing the product/services.		Copy of the order and / or Certificate of completion of the work. The bidder should also furnish user acceptance report.
6.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least three client references are required)		1.  2.  3.
7.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion)		Brief details of litigations, Disputes, if any are to be given on Company's letter head.
8.	Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 5 years.		Bidder should specifically Confirm on their letter head in this regard.
9.	The vendor/bidder must have its own support offices in Mumbai location.		Support/ Escalation matrix documents to be provided.
10.	Bidder should have supplied and installed at least one 40 KVA UPS in the last 5 years in any Data center / IT firm / Bank / insurance / Financial institutions / PSUs /Central or state Govt. departments or undertakings		Bidders should submit the Certificate of satisfactory work completion from the client for installations of 40KVA and above only. Please do not submit experience certificate of lesser capacity.
11.	Authorization for signing of RFP Document .		Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP including the commercial bid.

## 2. GENERAL TERMS AND CONDITIONS

- a. The validity of the quote would be for minimum of 3 month (90 Days) from the date of the quotation.
- b. IDBI Capital would be placing order for the UPS Systems as per their requirement during the aforesaid 3 month period.

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

- c. IDBI Capital reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the Bidder.
- d. Decision as to any arithmetical error manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of IDBI Capital and the same shall be binding on the Bidder. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the Bidder.
- e. IDBI Capital reserves the right to accept or reject in part or full any or all the proposals without assigning any reason whatsoever. Any decision of IDBI Capital in this regard shall be final, conclusive and binding on the Bidder.
- f. Response to our invitations that are in complete or not received in the prescribed format will be rejected outright.
- g. The **Non-Disclosure Agreement** (Annexure V) would be signed at Mumbai only within 15 days of receipt of notification of award of contract.
- h. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.
- i. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. IDBI Capital shall not be responsible or liable for reimbursing / compensating these costs and expenses.

**ANNEXURE: CONTENTS OF BID**

Sr. No.	Contents of Technical Bid	Yes / No
1.	Technical Bid - Annexure I	
2.	Proforma Commercial Bid. Annexure II	
3.	Undertaking — Annexure III	
4.	Unconditional Acceptance of RFQ terms – Annexure IV	
5.	Non-Disclosure Agreement - Annexure V	
6.	Self-Declaration Certificate - Annexure VI	
7.	Contact Centre Details with Escalation Matrix (Name, Contact No's and email ids)	

1. ANNEXURE — I: Technical Bid

TECHNICAL BID (COVERING LETTER)

(To be submitted on the Bidder's Letter Head & included in Technical Bid Envelope)

Date: .....

**IDBI Capital Markets & Securities Limited**  
**5th Floor, IDBI Tower, Cuffe Parade Mumbai - 400 005**

Dear Sir,

**Sub: RFP for procurement of UPS Systems for IDBI Capital**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

We agree and undertake to abide by the bid terms of IDBI Capital including the rates quoted therein for the orders awarded by IDBI Capital up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the IDBI Capitals approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of IDBI Capital duly initialed/executed shall constitute a binding Contract between us.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

Signature

(Name of Authorized Signatory)

## COMMERCIAL BID

**(To be printed on Vendors Letter Head)**

Please note suggested UPS hardware specification need to be separately for each of IDBI Capital's IT locations mentioned

**Bill of Material and Compliances****Requirement for 30 KVA UPS**

Sr. No.	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1	2 sets of 30KVA UPS with 1 hours battery backup for each UPS		
2	Interlinking cables for Batteries in each battery bank, cables from Battery Banks to UPS		
3	Fabricated MS stand suitable for Battery Banks and the proposed location of Batteries		

**Requirement for 40 KVA UPS**

Sr. No.	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1	2 sets of 40KVA UPS with 1 hours battery backup for each UPS		
2	Interlinking cables for Batteries in each battery bank, cables from Battery Banks to UPS		
3	Fabricated MS stand suitable for Battery Banks and the proposed location of Batteries		



**2.1 ANNEXURE — II: COMMERCIAL BID**

(To be printed on Vendors Letter Head)

**Commercial for 30 KVA UPS System:**

The commercial Bid needs to contain the information listed hereunder in a sealed envelope:

**Name of the Bidder:**

Sr. No.	Description of Item	Qty	Rate per item	Total Quote (INR)
1	30 KVA UPS	2 NOS		
2	Cost of battery Banks	2 SETS		
3	Cost of interconnecting links for Batteries for each set	2 SETS		
4	MS stand suitable for the above Battery sets	2 NOS		
5	Installation & Commissioning Of 2 NOS 30 KVA UPS systems and Batteries	1 job		
6	Third party testing of the above UPS systems at UPS factory	LS		
	<b>Total cost of UPS system (A)</b>			
7	Comprehensive annual Maintenance for UPS mentioned above for 2 years, including annual renewal cost, if any, after the end of one year warranty.  (This cost should be less than 12 % of the Product cost for UPS and Batteries)	4th Year 5th year		
	<b>Total cost of AMC for 2 years* (B)</b>			
	Total cost of Ownership ** C = A + B			

**Commercial for 40 KVA UPS System:**

The commercial Bid needs to contain the information listed hereunder in a sealed envelope:

**Name of the Bidder:**

Sr. No.	Description of Item	Qty	Rate per item	Total Quote (INR)
1	40 KVA UPS	2 NOS		
2	Cost of battery Banks	2 SETS		
3	Cost of interconnecting links for Batteries for each set	2 SETS		
4	MS stand suitable for the above Battery sets	2 NOS		
5	Installation & Commissioning Of 2 NOS 40 KVA UPS systems and Batteries	1 job		
6	Third party testing of the above UPS systems at UPS factory	LS		
	<b>Total cost of UPS system (A)</b>			
7	Comprehensive annual Maintenance for UPS mentioned above for 2 years, including annual renewal cost, if any, after the end of one year warranty.  (This cost should be in the range of 8 % to 12 % of the Product cost for UPS and Batteries)	4th Year  5th year	Charges  Charges	
	<b>Total cost of AMC for 2 years* (B)</b>			
	Total cost of Ownership ** C = A + B			

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

### Terms & Conditions:

1. The amounts mentioned in bid should be exclusive of GST or any other applicable taxes.
2. Octroi / Local Body Tax (LBT), as applicable, will be payable at actuals, on production of original receipts, which should be in the name of IDBI Capital Markets & Securities Ltd.
3. All other Taxes, Levies, Duties, Charges, freight, insurance, packing, loading and unloading etc should be included in the bid price.
4. The price shall be valid for a minimum of 3 months.
5. The delivery will be within 4 week from the date of Purchase Order (PO).
6. Delivery at Mumbai.

We unconditionally abide by all the terms and conditions of this Invitation for Quotes issued by IDBI Capital.

Authorized Signatory:

Name and designation:

Company Seal:

Date:

Place:

**3. ANNEXURE – III: UNDERTAKING**

To,

**IDBI Capital Markets & Securities Ltd.,**  
5<sup>th</sup> Floor, IDBI Tower, Cuffe Parade,  
Mumbai – 400 005.

**Ref: RFP for procurement of UPS Systems**

We, \_\_\_\_\_ (name and designation) on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a bid proposal document to **IDBI Capital Markets & Securities Ltd.** (hereinafter referred to as IDBI Capital) for “**Procurement of UPS Systems**” in response to the Request for Quotation (RFQ) issued by IDBI Capital.

We hereby undertake and declare that

- a) We are duly authorized persons to submit this undertaking.
- b) We have read and understood the Request for Quotation (RFQ) document – “**Procurement of UPS Systems**” as obtained from IDBI Capital.
- c) We do not have any other business relationship with IDBI Capital including its Directors and officers and nor have any conflict of interest. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- d) We have submitted our bid proposals in compliance with the specific requirements as mentioned in the RFP document.
- e) We have provided with all necessary information and details as required by IDBI Capital and shall provide with such additional information’s may be required by IDBI Capital from time to time.
- f) All the documents and information therein are true and accurate and nothing has been concealed or tampered with in the said documents.
- g) We possess the relevant experience in the activity as proposed to be awarded by way of the RFP document.
- h) We are aware of the fact that furnishing of any false or misleading information or document shall make us liable for punitive action.
- i) No inquiries or investigations have been threatened, commenced or pending against us by any statutory or regulatory or investigative agencies or lending institutions.
- J) Neither the company nor any of its employees/directors have been barred from providing such services by the issuing authority or any other competent institution nor are we blacklisted /restrained at any time by the Central/ any of the State Governments in India /any Public sector organization in the last 5 years
- k) No vigilance and / or court cases pending against us.
- l) We were never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to IDBI Capital.

Yours faithfully,

Signature

Name and designation

**(Company Seal)**

Date:

Place:

**4. ANNEXURE – IV: ACCEPTANCE OF RFP TERMS.**

(To be submitted on the bidder's letter head)

Date:

To,

**VP,**

**IDBI Capital Markets & Securities Ltd.,**

3<sup>rd</sup> Floor, Mafatlal Centre,

Nariman Point, Mumbai – 400 021.

**Ref: RFP for procurement of UPS Systems**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Capital Markets & Securities Ltd.

Signature

Name of Authorized Signatory Designation

Seal/Stamp of the Vendor

5. ANNEXURE – V: NON DISCLOSURE AGREEMENT.

(To be submitted by successful Vendor)  
NON-DISCLOSURE AGREEMENT

This agreement, made on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018

Between

**IDBI Capital Markets & Securities Ltd.** (herein after referred as IDBI Capital), a Company incorporated in India and having its registered office at 6<sup>th</sup> Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005 (hereinafter referred to as IDBI Capital)

and

\_\_\_\_\_, a Company incorporated in India and having its registered office at \_\_\_\_\_ (hereinafter referred to as Bidder)

WHEREAS IDBI Capital has floated a Request for Proposal calling for Quotes from Prospective Bidders for Procurement of UPS Systems at **IDBI Capital Markets & Securities Ltd.**, 5th & 6<sup>th</sup> Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005.

AND WHEREAS the Bidder has submitted it's Bid for the above Assignment. During the course of Assignment, it is anticipated that the Bidder may be privy to some of IDBI Capital's or its affiliate's/subsidiaries/client's trade secrets or confidential or proprietary information hereinafter collectively referred to as the confidential information;

WHEREAS the Bidder agrees to protect IDBI Capital against unauthorized disclosure and/or use of the Confidential Information and Bidder under the following terms and conditions;

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties have reached an agreement having the following terms:

**1. Confidential Information:** "Confidential Information" as used in this Agreement means any and all information, of IDBI Capital including but not limited to business plans, technical data or know-how, including without limitation any of the foregoing relating to research and development, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configurations, marketing or finances in any form including Word documents, Excel Spreadsheets, Power Point Presentations and pictures, either as printed hard copies or electronic softcopies that the Bidder may receive in the course of the Assignment.

**2. Disclosure of Confidential Information:** The Bidder shall hold in confidence, and shall not disclose the Confidential Information to any person and shall not use or exploit such Information for its own benefit or the benefit of another. The Bidder will promptly notify IDBI Capital, if the Bidder obtains actual knowledge of any unauthorized use or disclosure of any Confidential Information.

**3. Limitation on Obligations:** The obligations of the Bidder specified in Section 2 above shall not apply, and the Bidder shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information:

(a) is generally known to the public at the time of disclosure through no wrongful act on the part of the Bidder;

(b) is in the Bidder's possession at the time of disclosure otherwise than as a result of Bidder's breach of any legal obligation;

## IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS

- (c) becomes known to the Bidder through disclosure by sources other than IDBI Capital having the legal right to disclose such Confidential Information;
- (d) is independently developed by the Bidder without reference to or reliance upon the Confidential Information; or
- (e) is required to be disclosed by the Bidder to comply with applicable laws or governmental regulations, provided that the Bidder provides prior written notice of such disclosure to IDBI Capital so that IDBI Capital may obtain an appropriate protective order. If failing the entry of a protective order the Bidder is, in the opinion of its counsel, compelled to disclose Confidential Information then the Bidder may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and will upon the request and at the expense of IDBI Capital, co-operate with IDBI Capital in its efforts to obtain a protective Order or other reliable assurance that confidential treatment will be accorded to that portion of the confidential information that is being disclosed.

**4. Ownership of Confidential Information:** The Bidder agrees that IDBI Capital is and shall remain the exclusive owner of Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Bidder is granted or implied under this Agreement.

**5. Return of Documents:** The Bidder shall, upon the request of IDBI Capital, return to IDBI Capital all confidential information and shall destroy or erase Confidential Information contained in any materials and documentation or recorded in any memory device. Within thirty (30) days of the placing of the request in writing by IDBI Capital, the Bidder shall certify in writing to IDBI Capital that it has fully complied with its obligations under this Clause.

**6. Force Majeure:** Neither party shall be considered in breach of this Agreement or in default of its obligations hereunder if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly from causes beyond the reasonable control of such party, such as but not limited to, acts of God, Civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers, or any other legitimate cause beyond the control of the parties, provided the party whose performance is affected or is likely to get effected thereby, shall within reasonable time notify the other party of the occurrence of such cause.

### **7. Miscellaneous:**

- (a) This Agreement shall not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of such provision.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts of Mumbai.
- (d) The provisions of this agreement shall survive for a period of one year from the date of this agreement.
- (e) The Bidder acknowledges that IDBI Capital would be irreparably injured by breach of this Agreement by the Bidder or the Bidder's representatives/employees and that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that IDBI Capital shall be entitled, without waiving any other rights or remedies, to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement.
- (f) The Bidder agrees and acknowledges that they shall be liable to and shall indemnify IDBI Capital for any loss / damages/ costs incurred to IDBI Capital of whatsoever nature due to breach of confidentiality obligations set out herein.

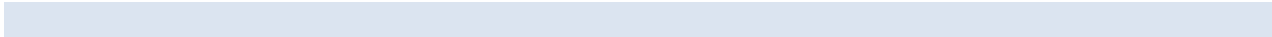
**IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS**

- (g) All disputes arising out in connection of this Confidentiality Agreement shall be settled through arbitration in accordance with the arbitration proceeding as per Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai. The dispute shall be referred to a Sole Arbitrator who shall be a neutral and suitably qualified third party mutually agreed upon by the parties to the dispute, failing which each party shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. The arbitration proceeding shall be conducted and the award shall be rendered in English Language. The award rendered by the arbitrator or arbitrators shall be final, conclusive and Binding on all the parties to this agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and representing its case, and cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties, unless the award otherwise provides. The Arbitral Award shall be final and binding on the Parties.

EXECUTED as a sealed instrument as of the day and year first set forth above.

Signed for and on behalf of )  
**IDBI Capital Markets & Securities Ltd.** )  
By \_\_\_\_\_ )  
Designation \_\_\_\_\_ )

Signed for and on behalf of )  
\_\_\_\_\_ )  
By \_\_\_\_\_ )  
Designation \_\_\_\_\_ )





**IDBI Capital - RFQ FOR PROCUREMENT OF UPS SYSTEMS**

**6. ANNEXURE – VI: Self-Declaration Certificate**

(Undertaking to be submitted on Bidder Company's Letter Head)

To,

**VP**

**IDBI Capital Markets & Securities Ltd.,**

5th Floor, IDBI Tower, WTC Complex,

Cuffe Parade, Mumbai – 400 005.

**RFP for procurement of UPS Systems**

We, \_\_\_\_\_ name and designation) on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to IDBI Capital for \_\_\_\_\_ in response to the Request for Proposal (RFP) dated issued\* \_\_\_\_\_ ] by \_\_\_\_\_ IDBI Capital.

We are duly authorized persons to submit this undertaking

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We do not have any business relationship with IDBI Capital including its directors and officers which may result in any conflict of interest between us and IDBI Capital. We shall on occurrence of any such event immediately inform the concerned authorities of the same.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information and details as required by IDBI Capital and shall provide with such additional information's may be required by IDBI Capital from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to IDBI Capital.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of: