



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक



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Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

BANK OF MAHARASHTRA

LOKMNAGAL, 1501,

SHIVAJINAGAR, PUNE-411 005.

**TENDER NO. AX1/CSD/TENDER/4/21-22**

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**TENDER DOCUMENT FOR “RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).”**

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NAME OF BIDDER : .....

ADDRESS OF BIDDER : .....

.....

Date of Issue: 28.07.2021

Date of Pre Bid Meeting: 05.08.2021 (11:00 AM)

Last Date of Submission: 11.08.2021 (11:00 AM)

Date of Opening of Technical Bid: 11.08.2021 (11:30 AM)



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**TENDER NO. AX1/CSD/TENDER/4/21-22**

**TECHNICAL BID**

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**TENDER DOCUMENT FOR “RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).”**

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## 1. NOTICE INVITING TENDER

1. Sealed tenders for **“RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).”**
2. The tender document may be downloaded from the Bank's Website; [www.bankofmaharashtra.in/tenders](http://www.bankofmaharashtra.in/tenders) . No hard copy will be issued from the Head Office. Bidder shall submit tender fee of Rs. 1000/- (One Thousand Rupees Only) in the form of Demand Draft/Bankers Cheque in favour of Bank of Maharashtra payable at Pune, Maharashtra. The same shall be enclosed with Technical Bid.
3. The late tenders shall be rejected including postal / courier delays.
4. Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to Deputy General Manager, Corporate Services Department, 1501 Lokmanagal, Shivajinagar, Pune – 05 and shall be dropped in tender box kept at reception area of above mentioned address. The tender submitted at any other location apart from aforesaid tender box or submitted by courier/speed post or the same is not received within stipulated time will be rejected and will be returned back.
5. The last date of submission of tender shall be 11.08.2021 (up to 11:00 AM).
6. Pre-bid meeting is arranged on 05.08.2021 at 11.00 A.M. at Discussion Room, Reception Lobby, Corporate Service Dept., 1501 Lokmangal, Shivajinagar, Pune.
7. BANK reserves the right to reject or accept any one, or reject all tenders without assigning any reasons whatsoever.
8. Earnest Money Deposit: The Bidders shall submit Bid Securing Declaration as per Annexure VII and same shall form part of the Technical Bid.
9. All the rates quoted in the tender shall be inclusive of all transportation charges etc. but exclusive of GST; and shall remain firm till the price validity period. No escalation of prices will be payable for what so-ever reasons.
10. The Bidder whose tender has been accepted shall within (07) seven days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.
11. No additions or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected.



12. The Rate Contract prices shall be valid for a period of 1 year from the date of issue of Empanelment letter & may be extended to 6 months.
13. The agency shall submit duly filled & signed Tender document.
14. This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.
15. The agency shall attach copy of all necessary documents for meeting pre eligibility criteria for tender.
16. The Agency shall attach copy of agency/company RTGS details
17. This tender notice (including page no. from 02 to 81) shall form part of the contract.
18. Validity of tender will be 120 days from the opening of tender.
19. The tender to be submitted, as two envelopes duly sealed and super scribed as-
  - i. ENVELOPE NO. 1 – Technical Bid (Volume I)  
It should contain all the sections as mentioned in the Index.
  - ii. ENVELOPE NO. 2 – Price Bid (Volume II)  
It should contain Priced Bill of Quantities for rate Contract Only.  
(Tenderer shall sign and stamp all the pages of tender documents and attached documents at the lower right-hand corner by the tenderer. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.
20. PROCEDURE FOR SUBMITTING TENDERS: -
  - i. All tender papers should be duly signed.
  - ii. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.
  - iii. Envelope 1 (Technical bid) will be opened first and if above said all the signed and stamped documents along with DD for tender Fee are enclosed then only Envelope - 2 (Price Bid) will be opened. The price bids will be opened of those bidder who are technically qualified as per terms and conditions of the tender. The sealed price bid envelope will be returned back to the technically disqualified bidder.

Thanking you,  
Yours truly,

Deputy General Manager  
Corporate Services Department  
Bank of Maharashtra (Pune)



## 2. FORMS OF TENDER

To  
THE DEPUTY GENERAL MANAGER  
CORPORATE SERVICES DEPARTMENT  
HEAD OFFICE  
BANK OF MAHARASHTRA

Dear Sir

**REQUEST FOR PROPOSAL FOR "RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN INDIA)." With reference to the tender invited by Bank of Maharashtra for the captioned subject work:**

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. & BOQ and clearly understood the scope of work.
2. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted considering the work has to be executed after office hours and on holidays and Sundays.
4. I/We have submitted Bid Securing Declaration as per Annexure VII of tender and Tender Fee of an amount Rs 1,000/- by D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ bank in your favor of "Bank of Maharashtra" payable at Pune (to be handed over along with tender documents), which amount is not to bear any interest.
5. I / we further agree to complete the supply and installation of UPS/ Batteries within 15 Calendar days from the date of issue of Purchase Order from respective Zonal offices / Head Office.
6. I / We further understand that the tender is for supply of UPS & Battery across different locations in India and agree to complete necessary supplies and installations within 15 Calendar days from date of issue of Purchase Order by Head Office/ respective zonal Offices of Bank of Maharashtra.
7. I / We agree to pay Government, GST etc. for insurance and all other taxes including works contract extra, turnover tax etc. as prevailing from time to time, on such items for whom same is to be levies, and the rates quoted by me / us are inclusive of the same.



8. I/We agree that Bills only will be submitted as against the given work order after supply and installation of UPS with batteries. Also understand that the Bank will not accept part bills in any form or any advance will be paid.
9. I/ We undertake that if awarded this work, we shall complete the Supply and Installation UPS with batteries as per latest BIS standard and the requirement of the Bank. We will adhere to the provision of all labour and Sales Tax laws. We will indemnify the bank for any breach in this matter.
10. It is understood by me/us that the lowest or any tender will not necessarily be accepted.

#### MEMORANDUM"

Description of work: **RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).**

Time allowed for completion: 20 Calendar days for supply and installation of UPS/Batteries from date of placing purchase order.

Time period of rate Contract: 01 Year from the issue of Empanelment letter (Extendable upto 6 months).

**Signature & Stamp of Bidder**

### 3. ELIGIBILITY CRITERIA

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

- 1) Bidder should have valid Registration of PAN, GST, ESI, PF and income Tax clearance certificate etc.
- 2) The bidder should have average annual turnover of more than 1000.00 lacs during the last three financial years i.e. FY 2017-18, 2018-19 & 2019-20 (Valid CA certificate to be enclosed)
- 3) The bidder should be a profitable agency & should have shown the profits in each of last three financial years i. e. FY 2017-18, 2018-19 & 2019-20 (Valid CA certificate to be enclosed)
- 4) The bidder should have successfully executed minimum single work of similar type, costing more than Rs.800.00 lacs, during last three years (Proof of the same should be submitted for having successfully completed the work)  
OR
- 5) The bidder should have successfully executed minimum two works of similar type, costing more than Rs.500.00 lacs during last three years (Proof of the same should be submitted for having successfully completed the work)  
OR
- 6) The bidder should have successfully executed minimum three works of similar type, costing more than Rs.400.00 lacs during last three years (Proof of the same should be submitted)
- 7) The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Cooperative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder on their letter head.
- 8) Similar work means the scope of work shall be relevant to the supply and installation of UPS & Batteries with PAN India presence.
- 9) Supplier should be OEM (Original Equipment Manufacturer) of UPS system and have adequate network to serve Bank Branches in India.
- 10) Completion Certificate: Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of work, Final bill amount, year, duration of work etc. from the competent authority of client. No completion certificate from the Architect/consultant will be considered.





DETAILS OF BIDDERS:

1	Name of the Firm/ Organization				
	Registered Office				
	Pune Office				
	Telephone No.				
	Fax No.				
	E-mail				
	Website				
	Details of Authorized Person On Behalf of the Firm				
2	Year of Establishment				
3	Status of the firm (Partnership firm / Proprietary/ LLP / Company)				
4	Name and Qualifications of Partners / Proprietor / Directors				
	Name	Designation	Qualification	CoA Regn No.	Mobile No.
5 (a)	Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				
(b)	If empanelled with other organizations such as Govt. / Semi-Govt. undertakings, etc.				



	(attach copy of registration, if any)	
6	Name of the Bankers.	Name of the bank:
		Name of the branch:
		Phone Nos:

		Contact person phone no.		
7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. in lac	Profit
		31.03.2017		
		31.03.2018		
		31.03.2019		
	Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C & IT returns.			
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
	iv) GST no.			
9	Details of works executed in last 5 years (as per Performa I & II attached)			
10	Whether any Civil suit / Litigation arisen in the projects, against Architect, executed during last 05 years / being executed now. If yes, please furnish details.			



11	Key personnel employed: (as per Performa III attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed	
12	Infrastructure of the firm viz. office space, office equipment.(as per Performa IV attached )	
13	Whether related to any staff member of Bank of Maharashtra. If yes, please elaborate.	
14	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the bank about the ability, competence or capability	
	Name	Address and telephone numbers
15	List of major clients	
16	Whether Empanelled in Government e Market Place (GEM Portal)	
17	Any other relevant information	

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

Signature and Seal of Applicant

Date:



PROFORMA I

PARTICULARS OF RELEVANT PURCHASE ORDERS COMPLETED

Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner /Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature and Seal of Applicant



PROFORMA II

PARTICULARS OF ORDERS IN HAND FOR CLIENTS

Sr. No	Name of Work / Project being executed & address / location	Short description of work	Name & Address of Owner / Client	Value of work to be executed	Stipulated time of completion	Copy of Work Order / Certificate from the Client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

Signature and Seal of Applicant



PROFORMA III  
KEY PERSONNEL PERMANENTLY EMPLOYED

Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1	2	3	4	5	6	7

Signature and Seal of Applicant



PROFORMA IV  
Details of Infrastructure in Office

Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Details of Office Network across India	
7	Any other information	

Signature and Seal of Applicant

Note: Information has to be filled up in this format.

#### 4. GENERAL TERMS AND CONDITIONS

1. Tenderers shall sign wherever provided of and all pages of the tender documents including attached documents. Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in sealed covers to the office of **The Deputy General Manager, Corporate Services Department, 1st floor, Lokmangal, Shivajinagar, Pune - 411005** on or before **11.08.2021 by 11:00 AM**.
2. Tenders which do not contain the valid DD for Tender Fee & Bid Securing Declaration or that do not fulfil any of the conditions mentioned herein shall be rejected at the discretion of the Bank.
3. **Definitions:**
  - i. **Bank** : Bank of Maharashtra,, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns).
  - ii. **Bidder**: OEM (Original Equipment Manufacturer) of UPS & Batteries who intends to supply as per the terms and conditions of this tender document and participates in the tender hereinafter referred to as “Bidder”.
4. Fluctuations in the prices of any materials or equipment or labour etc. shall not be taken into account either for compensation for damage or for extras. The validity of the tender quoted price is for One Year from the date of Empanelment of Bidder.
5. The bidder shall have to make his own arrangements to house his labor and staff, Travel and transport of material and for their services and at no cost use the Bank's premises to house his staff & laborers.
6. Vendor has to submit Technical bid and Price Bid in separate envelope super-scribed with name accordingly. Two separate envelope has to be inserted in separate envelope. Price bid will be opened only after verification Tender fee of Rs 1,000. If aforesaid tender fees is not submitted by the bidder then sealed price bid will be returned back.
7. All instructions regarding the execution of work shall be received from the Bank's designated representatives only. Any other instruction issued directly to the bidder by anyone else shall not be binding on the Bank.
8. The bidder entrusted with the work shall indemnify the Bank against theft, mishaps during supply and installation and injury to workmen, damage to person's property etc. He shall make good the damage at his own expense.
9. **The Bank shall have the power to omit or cancel, add / or alter any item of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellations other than taking in account the cost involved for such changes to be plus or minus, and**



**the cost shall be arrived at by the Bank taking into consideration the market rates, site conditions, etc.**

10. **Time is the essence of the work. If the work is not completed within the specified period, the vendor shall pay the Bank or the Bank shall be entitled to deduct from the money due to the said bidder the sum of 0.5% of contract value per week of delay or part thereof, subject to a maximum limit of 5% of the contract amount.**

11. In case the Bank is not satisfied with the quality of materials used by the bidders, they reserve the right to reject such materials/work and direct the bidder to procure such supplies from the agencies they deem fit.

12. The contractor will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, riot, mobilizations, strike, blockade, war, computer viruses, industrial dispute, labor unrest, public enemy and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

The contractor agrees to give to other party a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than thirty (30) consecutive days then the bank may have the option to terminate the Agreement upon written notice of such termination to the Bidder/other party.

13. The bidder shall clear the site of work as per the instruction of the Bank. The site of works shall be cleared of all men, material etc. belongings of the bidder. The site shall be delivered in broom clean and neat condition immediately after the job is completed. In case of failure by the bidder, the bank shall have the right to get the site cleared at the risk and cost of the bidder.

14. The bidder shall not, without the written consent of the Bank, change the deputed representative at the site.

15. **The quoted rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes including GST and any other expenditure incurred for completion of work as per drawings and specifications.**

16. Material & Sample: The whole of the materials / fittings/ equipment's employed in connection with the permanent work shall be new and of the best quality and description of their respective kinds and to the approval of the Bank. The Bidder shall be responsible to ensure that the material used is suited to the specific conditions including the climatic and environmental conditions prevailing at the site.

17. All proprietary material shall be of approved make and the type.

18. Inspection and testing of materials: The Bank shall be kept informed as to the progress of all works being carried out or materials being manufactured, prepared or supplied, the The final bill from the bidder shall not be entertained under any circumstances without full completion of all the items of works. Any work found defective or wrongly carried out and instructed by the Bank to be rectified or replaced, shall be rectified / replaced prior to submission of the final bill. It is to be expressly noted that no final bill will be held valid in the event of non-rectification of the defective or wrongly carried out items and completion date shall not on this account be extended.

**19. Testing at NABL Approved Labs: The vendor at their cost shall arrange for testing of all parameters as per technical specifications for each sample of 3,5,10,20,100 KVA UPS. The cost of inspection along with transportation which shall be borne by the vendor. The selection of test lab facility & the tests to be carried out shall be decided by the Bank. If in any condition, Bank may insist to have one more test of UPS during contract period based on aforesaid term.**

20. In the event of work being executed on holidays and during or beyond the normal office working hours which might be required for the completion of the work within the stipulated time, utmost care to be taken not to disturb the normal working of the office, neighboring offices if such a situation exists and it will be bidder's responsibility to ensure that work is carried without inviting any complaints from the neighbor.

21. The bidder shall acquaint himself with the number of zones and respective branches of Bank of Maharashtra, Pan India and their competency to supply & install UPS/Batteries, Local traffic regulations, local authority regulations, availability of materials, labour tax structure etc. and quote rates accordingly. No extra charges/increase in rates shall be allowed on account of any of these or any other accounts.

22. The bidder shall post a competent supervisor on the site all the time.

23. The quantity indicated in the tender is tentative and order will be placed based on Bank's requirement. The requirement may vary and it will be as per discretion of Bank.

24. The bidder and/or his authorized representative will attend all the meetings whenever called for and the decision taken in the meeting will be binding on the bidder.

25. The bidder shall extend all necessary help to the agencies of associated works and works to be carried out by the bank agencies; in such a manner that they can carry out their works smoothly and the whole finished work must appear absolutely integrated. Nothing extra shall be paid on this account what so-ever.

26. The percent rates shall be entered in figures as well as in words.

27. The payment shall be made only on successful delivery and installation of UPS/Batteries and no advance against purchase order will be paid.

28. When the works are complete in all respects, the bidder shall intimate in writing to the Bank to enable the Bank to take the possession of the same. The work shall not be considered virtually complete until the Bank and vendor jointly inspect the work and certify in writing that this has been completed.
29. All quantities mentioned in the BOQ are for Single unit and bidder will not claim any damages for increase/ decrease in profit on account of variation of orders placed throughout the year as per rate contract.
30. In case any difference or discrepancy between the specifications / drawings and the description in the schedule of quantities, the schedule of quantities shall take precedence.
31. Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The contractor shall not without the written consent of Bank assign the agreement or sublet any portion of works.
32. The Bank and the Contractor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of Arbitration and Conciliation Act, 1996 shall be applied.

Arbitration proceedings shall be conducted in Pune, Language of the arbitration shall be in English.

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration sole Arbitrator appointed by the parties by mutual consent. However, if the parties are not agree with the sole arbitrator, the Number of Arbitrators shall be three. Each party of the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

33. **Finalization of rates for Rate Contract:** The bidder has to quote percent based on estimated rates provided in Price Bid. Bidder has to indicate any one option of Percent(Above/At Par/Below)which is applicable for all estimated rates uniformly. Based on L1 percent rates will be finalized for Rate Contract. The percent rates will be applicable to whole price Bid (Buying of UPS /Batteries and buyback of old items). In case L1 backs out on following condition
  - a After opening of Price Bid & fails to accept order.
  - b Fails to submit Performance Security Deposit within stipulated time period.

- c Fails to supply order placed within 01 month then Bank may give preference to L2 Bidder to match L1's rate. Further if L2 does not show willingness then preference will be given to other Bidder in L3,L4,...who matches L1's rate.

**34.The rate contract shall be for PAN India. The scope shall be Zone Wise and there may be increase/decrease in number as per Bank's Policy.**

**35. Authorized supplier:**

OEM's on receiving order can authorize their suppliers to execute the work on behalf of them and provide services during guarantee/ warranty and AMC period. However, whole responsibility of the work shall be of OEM. OEM shall provide Zone wise details of authorized suppliers and Maintenance Personnel to Bank upon receiving the order and shall keep Bank informed of changes in the authorized dealers if any thereafter.

36. Bidder shall inform Bank if the invoices are raised by authorized dealer in case of tie up between OEM and Authorized dealer. In such case OEM has to submit a letter authorizing dealer to raise invoices for the orders placed by Bank. Invoice of supplying & installation and buyback shall remain separate.

37. Bidder shall provide consent for third party audit of documents pertaining to the Orders placed by Bank, if Bank deems necessary.

**38. Defects liability period:**

The defects liability period shall be five year from the date of handing over the UPS with batteries at satisfactory working condition to the Bank (including normal wear and tear).

**39. Liquidated damages for the delay:**

If the Bidder fails to complete the task within the time provided in the tender, the Bidder shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

**40. Price basis:**

The rates arrived based on percent quoted for equipment/ materials & services should be on site delivered basis, that is, inclusive of basic price, packing & forwarding charges, central excise duty, import duties, countervailing excise duty, unloading charges, any other Govt. taxes, GST, levies & duties, for supply of equipment/ materials. However GST shall be paid extra.

**41. Guarantee/ warranty:**

The bidder/ manufacturer/ supplier must guarantee the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving

rise to breakdowns/under efficiency, increase in power consumption/ reworks/ replacements.

The guarantee should be valid for a period of Five **years** from the date of handing over, irrespective of the date of deliveries.

Failure to make-up the breakdowns for during the guarantee period shall automatically attract invocation of the Bank Guarantee/or retention money.

In the case of failure of the successful bidder to make-up any breakdown within above period, the bank shall be free to get same done through other agencies, and the cost shall be debited to the original manufacturer, to be recovered from the amount of Bank Guarantee/retention money.

**40. Insurance of work:**

The Vendor shall insure, before the date specified for commencement of the execution of the Works on the site and without limiting its obligations and responsibilities, against all loss or damages from whatever cause arising and in such manner that they are covered during the period of construction of the Works up to the date of handing over to the Bank.

**41. Insurance against accident/ death etc. To workmen:**

Before commencing the execution of the Works on the Site, the Vendor shall insure at its expense, against any damages or compensation to its workmen for injury or death and shall continue such insurance during the whole of the time that any persons are employed by it on the Works and shall produce to the Bank such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any supplier, the vendor's obligation to insure as aforesaid under this Clause shall be satisfied if the supplier shall have insured against the liability in respect of such persons in such manner that Bank is indemnified under the policy, but the vendor shall ensure that such supplier shall produce to the Bank, when required, such policy or insurance and the receipt for payment of the current premium. All insurance policies shall include a waiver of subrogation in favour of the Bank of Maharashtra.

**42. Vendor's liability and insurance:**

From commencement to completion of works, the vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of lighting, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Without limiting the obligations and responsibilities under this condition, the vendor shall insure and keep insured the works from commencement to completion, as

aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause.

In the event of there being a variation in the nature and extent of the works, the vendor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the vendor. The said insurance shall also provide for the removal of debris of the lost or damaged works. The said insurance shall be in the joint name of the Bank and the Vendor.

All money payable by the insurer under such Policy/ Policies shall be recovered by the Bank only and shall be paid to the Vendor or any other agency of Employer's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be. The Vendor shall also take similar insurance policy to cover suppliers working at site, which will be appointed subsequently by Employer for their work for which reimbursement will be made to main bidder on actual plus 15% for coordination charges. The sub-bidders will take their own policy for workmen compensation.

The Vendor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Vendor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

Before commencing the work, the Vendor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Vendor/ nominated Supplier. For this purpose, insurance shall be taken by the Bidder. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/ workmen not covered by the said Act. All the premium shall be paid by the Vendor. The policy in original shall be deposited with the Employer.

The Vendor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Before commencing the execution of the works, the Vendor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which maybe caused to any person or property

including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Ten Lakhs. The Insurance policy to be so obtained by the Vendor shall be deposited by the Vendor with the Employer within seven days of its issue by the insurer.

The Vendor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the workers are completed and handed over to Employer.

All insurance to be effected by the Vendor, and/or his or nominated Suppliers, if any, shall be taken only with the insurance Company to be approved by the Bank.

In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Vendor shall reinstate the installation, replace the materials or equipment or pay compensations to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

**43. Reporting of accidents to labour:**

The Bidder shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Owner who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Bidder under the Insurance Clause of the General Conditions.

**44. Termination:**

1. Either party shall be entitled to terminate the agreement with the bidder at any time giving thirty (30) days prior written notice to the other part.
2. The Bank shall be entitled to terminate the agreement at any time by giving at least 30 days notice if:
  - a. The Service Provider breaches its obligations under this agreement and if the breach is not cured within 30 days from the date of notice.
  - b. The service provider (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any agreement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
  - c. Force Majeure incident continues more than 30 days.

**45. All applicable Laws:**

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

**46. Severability:**

If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

**47. Solicitation of employees:**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of the employment discussions with the other party.

**48. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and



incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - ii. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - iii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- v. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vi. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- vii. such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

**49. Patent Rights/Intellectual Property Rights:** In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

**50. Land sharing Clause:**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

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

The beneficial owner for the purpose of (iii) above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - a. Explanation-
- ii. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- iii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- iv. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- v. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- vi. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- vii. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- viii. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**51. Blacklisting of Contractor/Bidder :**

**i. During Bidding Process :**

Bidder has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank.

**ii. After Award of Work :**

If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the Bidder. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

Date:

Signature of Tenderer,

**5. Non-Disclosure Agreement:**  
**(To be executed on non judicial stamp paper of appropriate amount)**

It is hereby agreed that all the parties in this agreement hereby agree as follows.

- i. Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii. To use the information only as needed for the purpose solely related to this project.
- iii. Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv. Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and discloser of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.
- v. Any information considered sensitive must be protected by the Bidder from unauthorized discloser or access.
- vi. Any information, Photographs, Floor plan relating to the Interior/details of the Branch/Zonal office premises must be protected by the Bidder from unauthorized disclosure or access.

1. IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

**2. SIGNATURE CLAUSE**

Signed and delivered by the \_\_\_\_\_by the hand of  
Shri\_\_\_\_\_ (Name & Designation) (BANK)

In presence of :

(1) \_\_\_\_\_

Address :

(2) \_\_\_\_\_

Address :

(Witnesses )

Signed and delivered by the \_\_\_\_\_by the hand of  
Shri\_\_\_\_\_ (Name & Designation) (CONTRACTOR)

In presence of :

(1) \_\_\_\_\_  
Address :

(2) \_\_\_\_\_  
Address :

(Witnesses)

## **6. Integrity pact**

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2021, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Deputy General Manager, Corporate Services Department, Bank of Maharashtra Head Office, 1501, Lokmangal, Shivajinagar, Pune-5 (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out "empanelment of OEM & Rate contract for Supply & Installation of UPS with Batteries and supply and installation of Batteries for Branches & Offices of Bank of Maharashtra" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the Bank is Corporate Services Department of Bank of Maharashtra.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BANK to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BANK:

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

#### COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company

whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956/ Section2 (77) of the Companies Act, 2013.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

#### 4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



5. Earnest Money (Security Deposit)/Bid Securing Declaration
  - 5.1. While submitting commercial bid, the BIDDER shall deposit Bid Securing Declaration, and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:
    - 5.1.1. Bank Draft or Pay Order in Favor of Bank of Maharashtra
    - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.
  - 5.2. Tender fee will be non-returnable once paid to the Bank.
  - 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
6. Sanctions for Violations:
  - 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the Bank to take all or any one of the following actions, wherever required:-
    - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
    - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
    - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
    - 6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of Maharashtra, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BANK in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
    - 6.1.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.
    - 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

8. Independent Monitors:

- 8.1. The BANK has appointed Independent Monitors

- i. Name : Arun Jha

- Designation : Secretary to GOI(National Commission for Scheduled Castes)

- Email id : [arunjha01@gmail.com](mailto:arunjha01@gmail.com)

- ii. Name : Umesh Vasant Dhattrak

- Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

- E-Mail id : [uvdhattrak@gmail.com](mailto:uvdhattrak@gmail.com)

(Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER.

The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subbidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

- 8.7. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Pune.

#### 11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

#### **BANK**

Name of the Officer:

Designation:

Corporate Services Department

Bank of Maharashtra

(Office Seal)

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

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

## 7. Articles of Agreement

**AGREEMENT FOR "RATE CONTRACT FOR SUPPLY & INSTALLATION OF UPS WITH BATTERIES AND  
INSTALLATION OF BATTERIES FOR BRANCHES & OFFICES OF BANK OF MAHARASHTRA (PAN  
INDIA)."**

BETWEEN

**BANK OF MAHARASHTRA**, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, 1501, PUNE - 411005

AND

**Bidder** (ORIGINAL EQUIPMENT MANUFACTURER). Address

DATE OF COMMENCEMENT:

DATE OF EXPIRY :

## AGREEMENT

"THIS AGREEMENT is made & executed at Pune on this \_\_\_\_ day of August 2021".

BETWEEN M/s.Bidder ,Reg. Office: Address, a limited company registered under the Company Registration Act with CIN Identification No. .... and having its Head office at ..... hereinafter called " THE OEM (ORIGINAL EQUIPMENT MANUFACTURER)" ( which expression shall include the heirs, executors, Administrators, Legal representatives and permitted assigns along with its successors.) of the ONE PART

and BANK OF MAHARASHTRA , a body of corporate constituted under banking companies( Acquisition and transfer of undertaking) Act-1970."THE BANK" having its registered office at 1501, 'Lokmanagal' Shivajinagar Pune - 411005 herein after called "THE BANK" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) of the other part.

Whereas the Bank of Maharashtra has floated RFP vide No. **AX1/CSD/TENDER/4/2021-22** dated 28.07.2021 hereinafter called as " said tender document" with following details as:

Date of Issue:

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of "Empanelment of OEM & Rate Contract for Supply & Installation of UPS with Batteries and Supply and Installation of Batteries for branches & offices of Bank of Maharashtra (Pan India)" hereinafter called as "said work". In response, among the technically qualified bidders, Bidder is qualified as bidder based on acceptance of schedule of prices (your letter. No ..., dated ...) for the said works. The said tender documents are part of this agreement and is attached as Annexure.

The bank has approved the rate contract for Supply, Installation & Commissioning of UPS & Batteries, Annual Maintenance contract at lowest rates (L1) & Buyback of Old UPS & Batteries for Branches & Offices of Bank of Maharashtra at approved rate on the terms & conditions mentioned in tender document duly accepted by you.

## **WHEREAS**

- i. The Bank is desirous of availing services for supply, installation & commissioning of UPS & batteries, annual maintenance contract at lowest rate (L1), (Annexure –II)
- ii. Buyback of old ups & batteries at highest rate (H1) for branches & offices of Bank of Maharashtra; (Annexure –III)
- iii. Post warranty AMC"
- iv. The OEM is in the business of providing the above services and has agreed to provide the services as may be required by the Bank mentioned in the said tender document at Bank approved rates and the same shall be part of this Agreement. (Annexure –I)

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

### **Now it is agreed by and between the parties as follows: -**

1. The OEM will engage / employ persons having high integrity & good character. The OEM shall ensure that their conduct will be in order and shall not commit any crime or fraud or shall not violate any laws while discharging their duty.
2. The OEM will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.
3. If it is revealed that any of its employees are engaged in breach of confidentiality, the bank will have recourse to recover appropriate damages from the OEM besides termination of contract if felt necessary at the discretion of bank.
4. **"Indemnity":**
  - i. The OEM shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of the OEM to the Bank or its property.
  - ii. Such losses or damages by whatever name called is to be made good by the OEM as per decision of the Bank. "The OEM will defend the Bank for any loss or other liability from third party on account any act of commission or omission or negligence or part of OEM or any of its employees."
  - iii. The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of OEM to the bank or its property.
5. The OEM will not appoint in sub agency or sub-OEM to carry out work assigned to them under this agreement.

6. The period of rate contract is for one year from the date of execution of contract agreement. However, Bank may continue for further six months on same rates with same terms & conditions based on satisfactory performance of the OEM. The decision of Bank in this regard shall be final & unwinding.
7. The Purchase/Work order for Supply, Installation & Commissioning of UPS & Batteries, Annual Maintenance contract & Buyback of Old UPS & Batteries for Branches & Offices in the respective zone shall be placed by Zonal offices. However, the quantity indicated in the tender is tentative and order will be placed based on Bank's requirement. The requirement may vary and it will be as per the discretion of Bank.
8. The payment shall be made by respective ZO/HO of Bank of Maharashtra placing the order, only on successful delivery and installation of UPS/Batteries and no advance against purchase order will be paid.
9. The rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes including GST and any other expenditure incurred for completion of work as per drawings and specifications.
10. OEM shall ensure that services are being rendered across all the Branches/offices (Present & future)
11. OEM shall ensure that the Scope of Work & General Minimum Standards, Specification for UPS & Batteries shall comply the sub part under technical service level guidelines of Tender document.
12. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system.
13. Break-down Services (BDS): OEM shall ensure & comply Service line agreement of tender document.
14. The OEM shall provide 5 years onsite warranty and 5 years Annual Maintenance Contract (AMC) of all supplied, installed and commissioned equipment as per Agreement.
15. The details of Onsite warranty of 5 year & Comprehensive Annual Maintenance (Post warranty) of further 5years, are as below –

Sr.No	On Site Warranty	Comprehensive Annual Maintenance Contract
-------	------------------	---



1.	Attending Breakdown call 24/7 or as per mutual consent	Attending Breakdown call 24/7 or as per mutual consent
2.	Comprehensive coverage of System/gadgets.	Comprehensive coverage of System/gadgets.
3.	Quarterly visit for Preventive maintenance with test/performance report	Quarterly visit for Preventive maintenance with test/performance report

Safety norms shall be followed & the OEM shall be accountable of safety violations. A Supply/maintenance/replacement schedule mutually agreed upon will be prepared at concerned Zonal offices of the bank. Any delay beyond the agreed schedule will attract penalty of 0.5% of Rate Contract value per day of delay or part there of subject to maximum deduction of 5 % of the Rate Contract value.

16. For Batteries: OEM shall maintain batteries SMF/tubular for whole duration of warranty period as per above mentioned condition.
17. **Safety Violation:** The OEM shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Owner who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the OEM under the Insurance Clause of the General Conditions.
18. The OEM shall maintain services log book/file containing copy of the Job cards duly signed by the users and countersigned by Bank official.
19. **Guarantees/ warranty:** The OEM must guarantee the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to breakdowns/under efficiency, increase in power consumption/ reworks/ replacements etc. Comprehensive onsite warranty should be valid for a period of Five years from the date of handing over, irrespective of the date of deliveries shall be provided by the OEM. For Batteries: Warranty/guarantee shall be 03 years for SMF batteries and 05 years for tubular batteries. Failure to make-up the breakdowns for during the guarantee period shall automatically attract invocation of the Bank Guarantee/or seizure of retention money.
20. **Termination of Contract:** However, continued non-performance and inability to meet service requirements shall be viewed seriously & the agreement at any time giving thirty (30) days prior written notice to the OEM, may be terminated by Bank.

"If, the OEM breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

- (i) has a winding up order made against it; or
  - (ii) has a receiver appointed over all or substantial assets; or
  - (iii) is or becomes unable to pay its debts as they become due; or
  - (iv) enters into any agreement or composition with or for the benefit of its creditors; or
  - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank.
21. Any liability arising on Bank, shall be deducted from the bill of the OEM and if the full amount is not recovered then the same shall be recovered from the performance security deposit of the OEM. There would be no liabilities towards the workers of the OEM by the Bank.
22. In the event of the OEM failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Bank at the risk and cost of the OEM besides any suitable fine/ penalty as deemed fit by Bank.
23. The OEM shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; OEM will be under obligation to change the worker when instructed by representative of ZO/HO of Bank of Maharashtra for placing the order.
24. The OEM shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. Bank will not hold any responsibility with regard to staff on the role of the contractor what so ever.
25. **Performance Security Deposit:** - A Performance security deposit of amount Rs.10,00,000/- (Ten Lakh) shall be submitted by the successful OEM considering EMD amount. The same will be kept in the form of fixed deposit (Interest Free) during warranty period and will be returned back after completion period of warranty of 1 years.  
The Performance security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.
- The total performance security deposit shall be 10,00,000/- which shall be submitted in form of DD in favor of "Bank of Maharashtra" payable at pune or Bank Guarantee valid up to completion of the contract within 07 days from acceptance of work order. The said amount will be adjusted in Final bill or will be released, based on satisfactorily completion of contract.
20. **Defect Liability and Retention amount:** The defect liability period for the work shall be for period of 05 year for UPS & Batteries from the completion of work ("Installation"). Retention of 5 % of Final bill amount which shall be interest free will be retain as security deposit for the period of 05 year and same will be released after completion of defect liability period by respective Zonal offices placing purchase order. The defects liability period shall be five year from the date of handing over the UPS with batteries at satisfactory working condition to the Bank (including normal wear and tear).

21. **Liquidated damages for the delay:** If the OEM fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

22. OEM shall strictly comply the clause no 40 & 41 (General terms and conditions) of said tender document for Insurance of work & Insurance against accident/ death etc. to workmen.

23. **Applicable Laws & Jurisdiction:** "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement".

24. **Severability:** If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable. In the event any court or other government authority shall determine any provisions in this Agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

**26. Non-Disclosure Agreement:**

It is hereby agreed that the OEM in this agreement hereby agree as follows.

- i. OEM shall hold all information about this Agreement as well as tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which OEM protects its own confidential and proprietary information. OEM shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii. To use the information only as needed for the purpose solely related for the purpose of this Agreement.
- iv. Except for the purpose of execution of this Agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv. OEM shall disclose any information to parties not involved in supply of the products i.e. UPS & Batteries and services forming part of this order and discloser of information to parties not

involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the OEM in any future tendering process of the Bank.

- v. Any information considered sensitive must be protected by the OEM from unauthorized disclosure or access.
- vi. Any information, Photographs, Floor plan relating to the Interior/details of the Branch/Zonal office premises must be protected by the OEM from unauthorized disclosure or access.

**27. Support:**

- i. Vendor will provide support on calls lodged by the user.
  - ii. Vendor shall provide support service for a period 60 months for the UPSs (Including batteries) as per terms and conditions laid in this document.
  - iii. Support should be available on 24 x 7 basis.
  - iv. The complete support comprises of UPS, Power cables, battery, charger and any other accessory supplied along with UPS.
  - v. Escalation matrix to be provided with the bid.
  - vi. **Uptime guarantee:** The agreement stipulates that vendor shall maintain the system with uptime of 98%. The uptime will be calculated on yearly basis.
  - vii. A copy of agreement between service provider & OEM should be provided to user.
- Maintenance Services: Vendor shall provide maintenance services under this agreement for the UPSs on par with OEM's service standard.

**28. The maintenance services shall include the following: -**

- i. **Corrective Maintenance:** Any system failure will be attended by vendor's engineer and if necessary by their specialists. In case UPS is to be taken to Test & Repair Center of OEM, vendor will make sure that the standby UPS is arranged and installed before removing faulty UPS from network. Vendor will carry UPS from the site and will handover to user after proper repair from OEM TRC Centre and after restoring / repairing faulty UPS. The configuration as well as backup time of UPS should be same as it was with the original UPS.

During this service power supply to IT equipment should not be interrupted even for a fraction of second.

**ii. Preventive Maintenance**

User will allow vendor to carry out required Preventive Maintenance on UPS. Vendor will check the health of each UPS under this contract and associated batteries on quarterly basis and send the report to user & Systems along with suggestion for improvement. The down time required for Preventive Maintenance will be communicated to user by the vendor. Vendor will prefer to execute preventive maintenance work during non-business hour.

**iii. Spares Availability/ Support from OEM**

Vendor shall have a back-to-back Business Critical Support arrangement with the OEM partner for spares and escalation support. Vendor shall also have a formal arrangement with OEM for any technical support that may be required on the hardware. OEM letter for support is to be submitted against each RC.

**iv. Response Time for Call Centre Location:**

- a) 2 Hour Response Time (24x7)
- b) 4 Hours Resolution Time (Including Response Time) for Configuration Issues.
- c) 6 Hours Resolution Time (Including Response Time) in case spare is required or in case UPS is required to be replaced.

**v. Response Time for all other locations:**

- a) 4 Business Hour Response Time during prime hours(10AM-5PM Monday to Saturday)
- b) Resolution Time - Next Business Day Resolution Time

**29.Reporting:**

The Bidder shall prepare a monthly Uptime Summary Report in the User prescribed format. The vendor will enclose uptime report along with the bill for certification.

**30. Penalty for SLA Non-Compliance:**

In case the uptime commitment is not met, same shall attract a penalty @ Rs. 10000 per day or part thereof. The penalty amounts shall be recovered from the payments due to the vendor. A sample calculation is given below:

If the actual uptime achieved in 97.5%, penalty amount shall be:

$$\text{Rs. } 10000 \times \{(98.0 - 97.5) / 100 \times 365\} = \text{Rs. } 18,250$$

31. The Bank shall have the authority to reject full or any part of the Service Providers/OEM contract, which is not confirming to the specifications and complying terms and conditions of tender document. No payment shall be made for unsatisfactory service(s).

32. The Work should be carried out strictly as per standard operating procedure and as per Tender terms & conditions of the tender document & Bank's guidelines issued from time to time.

33. No payment shall be paid for any substandard quality.

34. The necessary bills for payment shall be submitted directly to respective zonal office from where the purchase order is placed.

35. Necessary TDS as applicable will be deducted from the bill. It is requested to sign a duplicate copy of this work order as token of acceptance and return back the same to our office.

36. The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
37. Bank may conduct third party inspection of the goods supplied by you at any point of time, to ascertain technical specifications, at your cost. In case, it is found that they do not conform to the technical specification approved by bank, then your company may be recommended to IBA for blacklisting along with other legal actions as deemed fit.
38. Apart from the above OEM has to execute a separate Integrity pact as per format provided in said tender document.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

Signed by

**For Bank of Maharashtra.**

&

**For - Bidder**

(Authorized Signatory)

Witness

From Bank of Maharashtra Side

From OEM Side

1.

2.

## 8. APPENDIX - A

1.	Date of Completion of Delivery and Installation	20 Calendar days from the date of Purchase Order issued by Head Office/ Zonal Offices
2.	Liquidated Damages	0.5% of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total tendered value of work
3.	Earnest Money and tender fee	Bid Securing Declaration as per Annexure VII & Rs 1,000/- (tender fees) for to be paid along with the tender at the time of submission of the tender.
4.	Performance Security Deposit	On Successful acceptance of Rate Contract, Bidder has to submit Rs 5,00,000/- in form of DD/Bank Guarantee as Performance Security Deposit. This performance security deposit will be kept as security deposit until completion of rate contract period of 01 year and the same will be released then. The same amount will be interest free.
5.	Warranty & AMC	As per SLA
6.	Tender validity period	120 days
7.	Validity of Rates quoted	01 Year

We agree to the terms incorporated in the above 'Appendix -A'

Date :

Signature of Bidder(s)

## 9. **APPENDIX 'B'**

### BIDDERS LIABILITY AND INSURANCE SUMMARY

Sr. No.	Nature and scope of Insurance risk policy of	Value of insurance	Validity Period	Name of the insurer
1	Loss of damage to works or any part thereof materials at site from any cause whatsoever and all	100 % of the Contract Value	The Policy should be valid till the completion of work	The policy should be in the joint name of Bank of Maharashtra & the Bidder
2	Damages , loss, or injury to any property of the bank, architect, or consultant to any person including for his agents and servants	100 % of the Contract Value	The Policy should be valid till the completion of work	The policy shall be in Joint name of Bank of Maharashtra and the Bidder
3	Claims under the workmen's compensation act 1923 / ESI / EPF / Labour charges	As per Gov. rules	The Policy should be valid till the completion of work	The Policy shall be in the name of Bank of Maharashtra and the Bidder.

#### Note 1

The insured amount for policy under sr.no1 above may be obtained through nationalized insurance company as follows:

At the time of commencement of the work 100% of contracted value valid for 4months or the project completion period whichever is higher

#### Note 2

The insurance policies for sr.2 & 3 should be obtained in joints name of the Bank and the bidders at the time of commencement of the work and the same should be valid throughout the tenure of the contract including 12 months defect liability period.



**10. Appendix: C**  
**Name of Zones and Number of Branches**

Sr.	Zone	Number of branches				
		Rural	SU	Urban	Metro	Total
1	AHMEDABAD	2	10	14	17	43
2	AHMEDNAGAR	29	22	3		54
3	AKOLA	23	20	6		49
4	AMRAVATI	25	15	13		53
5	AURANGABAD	27	17	2	15	61
6	BANGALORE	11	10	24	17	62
7	BHOPAL	23	6	6	11	46
8	CHANDIGARH	3	16	31	5	55
9	CHANDRAPUR	27	25	5		57
10	CHENNAI	2	14	25	12	53
11	DELHI	3	4	17	33	57
12	GOA	38	26			64
13	HYDERABAD	8	7	23	22	60
14	INDORE	20	4	9	10	43
15	JABALPUR	26	9	6	8	49
16	JAIPUR	6	5	14	11	36
17	JALGOAN	16	17	8		41
18	KOLHAPUR	32	22	16		70
19	KOLKATA	4	12	30	15	61
20	LATUR	19	15	13		47
21	LUCKNOW	2	20	14	15	51
22	MUMBAI CITY				41	41
23	MUMBAI SUBURB				42	42
24	NAGPUR	23	16	1	21	61
25	NASIK	22	11		15	48
26	NAVI MUMBAI	21	11	3	9	44
27	NOIDA	9	2	24	8	43
28	PATNA	2	11	25	6	44
29	PUNE CITY		1		60	61
30	PUNE EAST	26	24		14	64
31	PUNE WEST	29	15		17	61
32	RAIPUR	24	10	9	4	47
33	SATARA	38	19	2		59
34	SOLAPUR	23	18	14		55
35	SURAT	5	8	6	10	29
36	THANE	17	10	7	33	67
37	MALEGAON	26	9	2		37
	Grand Total	611	461	372	471	1915

Note:- Bank is planning to create more zones and branches which will be under these zones and are to be covered under this tender. Also, new branches in respective zones shall be covered in this tender.

## **11. UPS - Scope of Work & Service Level Agreement**

### **1. Detailed Scope of work**

1. Supply of **1/2/3/ 5 / 10 / 15 / 20 / 30 / 40/60/100 KVA** UPS with associated rack for offices/Branches of Bank of Maharashtra on PAN India basis.
2. The scope shall include packaging, supply, transportation to the site, custom clearance, transport storage, unpacking, erection, testing and successful commissioning of UPS.

### **3. Installation and Commissioning New UPS & Batteries**

The scope of installation and commissioning shall include the following –

- i. Pre Installation Site Visit: The contractor upon the receiving of information for new installation/replacement of UPS shall visit the Site Location and submit report for old UPS & batteries & recommend new rating for installation.
- ii. The vendor in consultation with user/Engineer/GAD Officer/Concerned office in charge shall determine the exact positioning of equipment's Installation, housing of equipment and cable routing. The contractor shall prepare his proposed plan, estimate, supply and install the materials such as racks, extension boards, cables, conduit/ channels etc. as desired without any additional cost to purchaser.
- iii. All power and connecting cables, conduits/channel laying shall be as per approved layout plan as instructed by designated officer of concerned Branches/offices / other compliance standards.
- iv. The work shall include supply installation commissioning testing of UPS System with proper base arrangement with necessary insulation & fixing (bolting/channel if required) with proper cabling on tray with required insulation & termination for Power feeding & Battery supply input. There shall be no compromise in the quality of work of UPS system from stage of installation to final commissioning and handover of the equipment.
- v. Necessary certification shall be made for handing over and should comply with test report fulfilling minimum satisfactory performance as per governing code of thyristorized equipment's.
- vi. Proper body/ground clearance/Ventilation/Cooling for equipment's/cables shall be made prevailing as per standard practice & operation manual of the system with electric safety standards.
- vii. **Testing at NABL Approved Labs: The vendor at their cost shall arrange for testing of all parameters as per technical specifications for each sample of 3,5,10,20,100 KVA UPS. The cost of inspection along with transportation shall be borne by the vendor. The selection of test lab facility & the tests to be carried out shall be decided by the Bank. If in any condition, Bank may insist to have one more test of UPS during contract period based on aforesaid term.**

#### **viii. Availability Test**

After successful completion of installation and configuration availability test shall be conducted as per standard practice & specification.

#### **ix. Acceptance**

System shall be accepted by the owner after successful completion of Availability test and establishment of complete setup as per scope of work.

x. The buyback of old UPS & batteries should be scheduled on the next day of new installation.

4. All supplied items must conform to the detailed technical specifications as mentioned in this document.
5. Insurance of all equipment from manufacturer's site till installation, commissioning, handing over and user acceptance will be borne by the bidder.
6. Maintain the mandatory and recommended spares during warranty and AMC period and provide list of the same to Bank of Maharashtra.
7. Install the equipment, obtain user acceptance and submit a copy of user acceptance to designated authority.
8. The agreement stipulates that vendor shall maintain the system with uptime of 98%. The uptime will be calculated on yearly basis.
9. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information with necessary certificates and documents are furnished by the bidder (in their technical bid itself) so as to enable the Bank of Maharashtra to determine that the products are equivalent to those named. The Decision of Bank of Maharashtra shall be final and binding on the bidder in this regard. In case bidder proposes the products of other manufacturer, necessary certificates and documents shall be submitted along with the bid.
10. **The bidder shall provide 5 years onsite warranty and thereafter 5 years Annual Maintenance Contract (AMC) of all supplied, installed and commissioned equipment as per Service Level Agreement (SLA).**

11. The details of Onsite warranty & 5 years Comprehensive Annual Maintenance includes as below –

Sr.No	On Site Warranty	Comprehensive Annual Maintenance Contract
1.	Attending Breakdown call 24/7 or as per mutual consent	Attending Breakdown call 24/7 or as per mutual consent
2.	Comprehensive coverage of System/gadgets.	Comprehensive coverage of System/gadgets.
3.	Quarterly visit for Preventive maintenance with test/performance report	Quarterly visit for Preventive maintenance with test/performance report

12. Provide ongoing product information and documentation such as User manuals, System administrator manuals, Technical manuals, Installation guides etc. as applicable.
13. The Bidder shall be responsible for providing all material, equipment and services specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability and the reliability of the complete work covered under this specification.

14. It is not the intended to specify all aspects of design and installation of associated systems mentioned herein. The systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation.
15. The bidder shall make his own necessary arrangements for the following and for those not listed anywhere else :
  - i. Office and store
  - ii. Transportation
16. Boarding & lodging arrangement for their personnel
17. Visit to manufacturing unit of successful Bidder will be made by Bank's official. The expenditure of 02 officers regarding transportation/stay shall be borne by successful bidder.
18. Placing order for SMF/tubular batteries shall be sole decision of the Bank.

## 2. General Minimum Standards, Specification for UPS & Batteries

UPS Brands Features to be Preferred which shall have maximum Technical, Quality, Safety & Ecofriendly compatibility.

- i. [Eco-friendly UPS models](#) reduce energy consumption and associated costs.
- ii. Communication Ports - Most UPS systems have built-in USB, serial (DB9), and/or contact closure communication ports that enable power management and automatic unattended shutdown.
- iii. Multifunction LCD Control Panel - An LCD screen may allow access to the advanced features of the UPS system without a computer. It can display helpful information like input voltage or battery capacity. (Some UPS systems with multiple LEDs also show this information, though less precisely.) The LCD typically has a backlight. If you plan to use the UPS system in a darkened home theater setting, make sure you can dim the backlight to minimize distractions.
- iv. Lithium Batteries - Select UPS systems have lithium iron phosphate (LiFePO4) batteries. Compared to lead-acid batteries, lithium iron phosphate batteries offer longer life, more cycles and faster charging to 100% capacity.
- v. Cooling Fan - Larger UPS systems typically have built-in cooling fans, which may affect the noise level of your environment during operation.
- vi. Remote Power Management - Network management cards turn any network/server UPS equipped with a network card slot into a managed device on the network. You can remotely monitor energy usage and reboot unresponsive equipment from anywhere. The optional network card allows comprehensive management via SNMP, Web, SSH or telnet. The card has an Ethernet port, allowing you to access advanced monitoring, control and notification features over the network without directly connecting the UPS to a computer. The card also supports one or more optional sensors for remote temperature, humidity and contact closure monitoring. Some network/server UPS systems include a pre-installed network card.
- viii. **Battery Backup** - Emergency backup power for utility power outages.
- ix. **Surge Protection** - Protection against power surges or spikes
- x. **Brownout Protection** - Maintains safe voltage levels without using battery power.

- xi. **Overvoltage Protection** - Keeps overvoltages from damaging connected equipment without using battery power
- xii. **Pure Sine Wave Output** - Perfect power for sensitive electronics
- xiii. **On-Line, Double-Conversion Operation** - Zero transfer time to battery

**3.UPS System Rating : Specified rating of UPS Systems are :**

Type of UPS	Standalone UPS or Standalone (1+1) UPS System			Modular UPS Systems	
Input/Output	1Ph/1Ph	3Ph/1Ph	3Ph/3Ph	3Ph/3Ph	3Ph/3Ph
<b>UPS ratings</b>	1KVA/ 2KVA/ 3KVA/ 5KVA/ 6KVA/ 10KVA	10KVA/ 15/KVA 20/KVA 30KVA	10KVA/15/KVA/ 20/KVA/30KVA/ 40KVA/60KVA/ 80KVA/100KVA/ 120KVA/160KVA/ 200KVA	40KVA,60KV A & 80KVA with basic UPS module rating of 10KVA/16KV A/20KVA/ 6.7KVA Modules	100KVA,160KVA, 200KVA, 250KVA & 300KVA with basic UPS module rating (100 KVA , 120KVA , 150KVA ,240KVA 250KVA and 300KVA of16KVA/20KVA/25 KVA/6.7KVA modules

**Note :**

1. The rating of charger (Rectifier unit) shall be as per back-up & battery ordered capacity. The static transfer switch & manual transfer switch shall be rated at 1.1 times of the UPS rating (i.e 110% of load).The rating of the battery shall be as per back-up requirement.

**4.Technical Requirements of UPS System:**

Sr.No	Technical Requirements	Single Phase Output	Three Phase Output
(A)	AC Input operating range & frequency	170V to 270V (Nom.230V) 48 to 52 Hz	320Vto480V (Nom.400V), 48 to 52 Hz
(B)	Charger (FR/FC)	SMPS Technique using swithching frequencies 10KHz & above	
1	Operation	Auto Float-cum charger mode	
2	Charger Voltage (Float/Charge)	Depending upon the no of cells used &cell voltage (2.25V/2.3V per cell or 13.5V/ 13.8 permono-block)	Depending upon the no of cells used & cell voltage (2.25V/2.3V per cell or 13.5V/13.8 per mono- block)

3	Charger Efficiency – i) At nominal input,output & load between 75% to 100% ii) For other specified input,output conditions & load between 50% to 100%	i) Better than 89% ii) Better than 85%	i) Better than 90% - 94% ii) Better than 87% - 92
4	Peak to Peak Ripple	<1% of DC Bus Voltage	
5	Battery	<p>The Battery shall be sealed maintenance free VRLA Battery.</p> <p>In case of 12 V (6 Cells) mono-block VRLA/Tubular Battery maximum permissible capacity is -200 AH.For batteries of capacity higher than 200AH,only 2V cells shall be used. Paralleling of 2V cells of AH capacity up to 1500AH is not permitted.</p> <p>In case of Mono-block VRLA/Tubular Battery paralleling of two Banks (max.) is permitted.</p> <p>However the choice of Mono-block VRLA/Tubular Battery shall be based on –</p> <ul style="list-style-type: none"> <li>• Desired back-up duration</li> <li>• Average operating temperature range</li> <li>• Space availability</li> <li>• Topping up requirements</li> <li>• Environmental factors</li> </ul>	
6	Battery Back-up	Shall be as mentioned in the ordering information	
7	Battery monitoring feature	<p>Battery monitoring feature shall be provided for-</p> <p>i) Battery Under voltage</p> <p>ii) Battery current limiting</p> <p>iii) Battery temperature compensation</p> <p>iv) Battery overvoltage protection</p>	
8	Inverter Output Power capacity	<p>i) Standalone UPS or Standalone (1+1) UPS System</p> <p>a) 1 KVA to 10 KVA – Single phase input &amp; Single phase output</p> <p>b) 10 KVA to 30KVA Three phase input &amp; Single phase output.</p> <p>Details of UPS configuration &amp; ratings are given in table as per clause no 8 of UPS configuration</p>	<p>i) Standalone UPS or Standalone (1+1) UPS System</p> <p>a) 10KVA to 30 KVA –Three phase input &amp; Three phase output.</p> <p>b) 40 KVA to 200KVA- Three phase input &amp; Three phase output.</p> <p>ii) Modular UPS System : 40KVA to 300KVA with basic module rating of 10KVA,16KVA,20KVA &amp; 25KVA/ 6.7KVA Modules in (N+1). Three phase input &amp; Three phase output.</p>

9	Output Voltage of Inverter	Shall deliver continuous uninterrupted single phase pure sine wave output at 230V/50 Hz	Shall deliver continuous uninterrupted single phase pure sine wave output at 400V/50 Hz
10	Output Voltage Settable	Shall be settable in steps of 210/220/230/240V	Shall be settable in steps of 380/400/415V
11	Output Voltage Stability	$\pm 2\%$ of the set voltage for – 1.Input voltage variation in the range specified. 2.Load current variation from zero to 100% (Full load) 3 Load power factor better than 0.8	
12	Output frequency	The output frequency shall be synchronized to Mains at all times. It shall revert to a frequency of 50Hz+ 0.5Hz on battery operation mode/during failure of Mains à Static changeover is must in all UPS	
13	Load Power factor	Better than 0.8/ à for 1phase 0.8 ( 1 to 10KVA ) more than 10KVA 0.9	
14	Inverter Efficiency	i)For load between 75% to 100% & input DC Voltage of 2.15V/Cell to 2.3V/Cell or 12.9V/Mono-block to 13.8V/Mono-block & output voltage of 230V : Not less than 85% - 90% ii)For other Input,Output & Load conditions : Not less than 80% - 90%	
15	Total Harmonic Distortion	The total line harmonic voltage distortion shall not be more than 3% in conformity with CIGREs (International conference on large high voltage electric systems) limits	
16	Soft Start features	Slow start circuitary shall be employed such that the input current & input voltages of rectifier unit reach their nominal value within 10 seconds.The maximum instantaneous current during start up shall not exceed the peak value of the rectifier input current at full load & the lowest specified input voltage.	
17	Transient Response	The transient overshoot shall not exceed 10% with battery floated under the following conditions,provided it gets restored within regulating range within 100 ms i) Switch ON ii) Step change of input voltage specified & vice-versa iii) Load change from 100% to 10% & vice-versa	
18	Static Transfer Switch	Static Transfer Switch, capable of handling 110% load of the rated system capacity shall be provided to transfer the load automatically within 5 Ms to AC commercial/standby Mains through isolation arrangement, in case the inverter fails to take load due to any reason.	

19	Manual Transfer Switch	Manual Transfer Switch, capable of handling 110% load of the rated system capacity shall be provided to transfer the load to AC commercial/Standby Mains & back to UPS without the interruption of power to the load.
20	Over Load	Shall be capable of taking 105% for 1 hours/110% for 30 minutes of its full rated load. In case of excessive overload or short circuit at the output the Inverter shall trip. à 125% for 10min. / 150% for 30sec.
21	Operating Noise	UPS System up to : 10 KVA < 50dBA, 10 KVA to 40 KVA < 55dBA, 40 KVA to 100 KVA < 60dBA, 100 KVA to 200 KVA < 65dBA
22	Cooling Arrangement	Natural convention cooling or forced cooling. Fan can only be used on the front/top & rear of the unit. Manufacturer shall also ensure that the failure of the fan does not cause any fire hazard.
23	Metering	There shall be provision on UPS level to monitor the following: i) AC Input voltage to UPS ii) AC Output Voltage & current of UPS iii) Output frequency iv) Output power of UPS in watts/K.watts v) DC Voltage to Inverter vi) Battery current (charge/discharge)
24	Protections	Adequate Protection shall be provided for : i) DC Reverse Polarity at input (Through fuse) ii) DC Under Voltage iii) DC Over voltage iv) Output voltage High v) Output voltage low
25	Functional & Alarm Indication	Functional & Alarm Indications shall be provided by means of visual display (LED/LCD) : a) Functional Indications : i) Mains available ii) Charger on (Boost/Float) iii) Load on Inverter iv) Load on standby power b) Alarm Indications : i) AC Mains Input out of range or AC Main fail ii) Charger (FR/FC) fail iii) Inverter fail iv) Battery low or No battery (Separate for each Battery) v) System overload vi) Temp. Sensor fail/Open vii) Fan fail viii) Lighting Protection Stage – Device fail
26	Audio alarm	Every alarm condition shall be accompanied with Audio alarm, with a non locking type key or push button having audio cut-off facility.



27	Operating Temperature & RH	0 to 50 Deg C & RH 95% Non condensing
28	Stage-2 Protection	This protection against,low voltage surges of up to 1.5 KV,shall be provided at the UPS System level.This protection shall be equipped with thermal disconnection & potential free contact for arrestor(s) connected between live & neutral & neutral & earth.This protection shall be in compliance of IEC62305 & 60364-5-53 for the following values of current : Between R,Y,B & N : $\geq I_n$ : 10 KA,8/20 $\mu$ s for each phase Between N & PE : $\geq I_n$ : 20 KA,8/20 $\mu$ s

## 5. Quality Requirements :

1. **Components:** The component parts of the equipment shall be professional grade of reputed manufacturer to ensure prompt & continuous service & delivery of spare parts.
2. **Power Transformer & Chokes:** Power transformers & chokes shall use class B or higher grade of insulation. These shall be wound with copper wire & adequate insulation shall be provided.
3. Fuses or circuit breaker shall be provided wherever appropriate to protect against failure of control/sensing circuit. Fuses shall conform to BIS specification.
4. Quality Assurance Tests: Each of the UPS system supplied against the specific order after type approval shall be inspected & tested to ensure that the requirements & test certificate shall be confirmed by both side.
5. Finish & Painting : The finish of the structure & panel shall conform to the latest issue of **IS 101 & IS 168**.The structure & panels shall only be powdered coated. The thickness of powder coating shall be **between 50 to 70 micrometers**. The colour used shall conform to **IS 5 latest issue**.
6. **MTTR :** The mean time to repair/replace a faulty unit shall be less than 20 minutes
7. **MTBF (Mean Time Between Failures) :** MTBF of the system shall not be less than 1,00,000 hours.The MTBF for fans shall be better than 70,000 hours at 40 degree C .

## 6. Safety Requirements :

- a. The operating personnel shall be protected against shock hazards as per **IS 8437 [Equivalent to IEC PUBLICATION 60479-1 (1984)]** . **The manufacturer/supplier shall submit a certificate in respect of compliance to these requirements.**
- b. The equipment shall conform to **IS -13252 (2003) – “Safety of information technology equipment including electrical buisness equipments” [Equivalent to IEC publication**

**60950 (2001) & IS 10437 (1986) "Safety requirements of radio transmitting equipments" [Equivalent to IEC 60215]** . The manufacturer/supplier shall submit a certificate in respect of compliance to these requirements. □ **OK**

\*UPS systems safety requirement shall be maximum (standard practice) prevailing as per Govt. norms.

## **7. Technical Specifications Compliance for UPS System**

**3/ 5 / 10 / 15 / 20 / 30 / 40 / 60 / 80 / 100/120 KVA**

### **General 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 as per maximum standard practice applicable in India shall be submitted to Bank if when asked/required.

- i. Microprocessor controlled, double conversion, true on-line with galvanic isolation for input and bypass system. The transformer may be inbuilt (up to 20 KVA) and inbuilt or external beyond 20 KVA. *[Bidders can use one Transformer for input and bypass for isolation]*
- ii. Inbuilt Isolation transformer (output side) as per standard specification
2. PWM technology with IGBT.
3. Compact design.
4. Floor mounted.
5. SNMP interface & web enabled monitoring software. (Optional: **To be quoted separately along with UPS**).
6. Generator compatibility for operation on generator set.
7. Operating ambient temperature: 40 deg.C.
8. Input and output cables of up to 15 meter each to be provided by the vendor with the UPS system as per site requirement.
9. Bidder has to quote per meter Rate for cable length more than 15 meters directly to the owner after site inspection on receive of order as per prevailing market rate (Mutually Agreed). The payment for such supply (not labor charge & other accessories) shall be directly made as assigned by controlling authority/In charge.
10. Only copper wire and cables to be used.

## **12. Battery - Scope of Work & Service Level Agreement**

### **1. Technical Specification**

#### **1. Tubular Batteries:-**

1. Make. : Exide, Amar Raja
2. Type : **TUBULAR/C-10 Rating**
3. Rated battery life : Min 5 years
4. Battery back up : 04 hours with full load
5. Battery stand : Suitable battery stand with MS fabricated with powder coated.
6. Battery link and cabling : Suitable battery link and interconnecting copper cable

#### **2. Sealed Maintenance Free Battery:**

<b>SMF Battery Specifications:</b>		
1.	Battery type	Sealed Maintenance Free, valve regulated. Only valve Regulated Lead Acid (VRLA) type SMF batteries greater than 20AH rated capacity with electrolyte in absorbed form are acceptable .Any other type including calcium batteries are not acceptable.
2.	Battery make	Exide, Amar Raja,
3.	Backup time	As per requirement
4.	Minimum VAH rating Required for	Refer Annexure -V
5.	Battery Rack	Suitable Battery rack to be provided with the batteries.
6.	Maximum end cell Voltage during discharge	1.75 V/Cell
7.	Allowable voltage Drop in battery cables	Volts at the end of discharge voltage [0.1 Volts at the end of discharge voltage]

i.The accumulator bank must have an expected service life of five years with a capacity of 04 years at 100 % load for Tubular Battery & expected service life of three years with a capacity of 02 years at 100 % load for SMF Battery. Detailed Battery backup calculation sheet and manufacturer charging/discharging characteristic chart shall be attached along with the technical bid also Battery type should be specified in the document.

ii. **On-Line Battery Test** - The UPS shall be provided with Auto On-Line Battery Test feature. The test shall ensure the capability of the battery to supply power to the inverter while the load is supplied power in the normal mode.

iii. Battery Standard available rating: Battery should carry a minimum warranty of 5 years for Tubular Batteries & 03 year for SMF Batteries. On Site Warranty should include free replacement of batteries during the warranty period.

SMF Battery AH Rating	Tubular Battery AH Rating/EL	Tubular Battery AH Rating/EL+
7	40	40
12	60	65
18	75	80
26	100	100
42	130	130
65	150	150
75	180	180
84	200	
100		
120		
130		
150		
160		
200		

iv. The Battery shall conform to the Bank's standard specifications supplied with this notice and any deviation will be suitably penalized. Conditional tenders are not acceptable. In case of any deviation, a separate detailed deviation statement may be enclosed. If no deviation statement is enclosed, then it will be deemed that the tenderer has accepted all our terms and conditions and the rates quoted accordingly.

v. Whenever interstate movement is involved, the compliance and completion of statutory formalities including matters relating to transport, all other taxes and delivery of Battery at the bank specified premises it is at the sole responsibility of and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.

vi. Bank reserves the right to ask the vendors to divert the ordered Batteries for a particular site to a different location / city / site, if the situation so warrants.

vii. Bank reserves the right to issue work order for batteries of higher AH rating for lower rated AH batteries while going for up gradation and vendor shall accept for the same.

viii. Company can place purchase order to the supplier on the approved rates for any number of batteries for any offices.

ix.The supplier should also specify the rate at which old battery(s) would be taken back (Buyback Price).

x.The supplier will collect the exhausted battery(s) (any make) on his own cost from the locations.

xi.The battery(s) supplied should be of recent stock and the manufacturing date should not be greater than 2-3 months from the date of supply.

xii.The date of manufacturing should be explicitly mentioned on the battery and on the invoice

xiii.The supplier will do installation of battery(s) with UPS at respective office with the help of fully trained persons. For any mishap / accident or any other careless conduct during replacement of batteries, the supplier will be fully responsible.

xiv.The order can be placed on "as & when needed basis" for any number of battery / batteries till the validity of the contract. We may increase or decrease the office during the tenure of contract.

**xv.In case of industrial tubular batteries the vendor shall top-up distilled water on quarterly basis after commissioning and the cost shall be included in the tender.**

### 13. Annexure –I

INPUT Specifications for UPS system :			Test Result/Vendor Remark
1.	Input voltage (For 3 KVA & 5 KVA)	230Volt,Single-phaseinputandSinglephase output(1:1) 3-wires	
	Input voltage (For 5/10/20KVA & 20KVA)	415Volt,3-Phase input and single phase output(3:1),4wires	5KVA with 1ph input 1 Ph output
	Input voltage (For > 20KVA)	415Volt,3-Phase input and3-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%(46-54Hz)	
5.	Input power factor	>0.96 at full load and >0.94 at 50 % load	>0.9 and >0.8
6.	Input Current	Depending upon the KVA capacity/load	
7.	Input circuit harmonic distortion	< 3%for linear load <5% for non linear load	<40%
<b>OUTPUT Specifications:</b>			
1.	Output Ratings	3/5/10/15/20/30/40 /60/100/120 KVA	
2.	Output Power Factor at nominal	0.8to 1.0 Lagging [0.8 lagging to 1]	
3	Vo output voltage	<b>230 (SP)/ 415(TP)Volt</b> ,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	< 5%
9.	Output circuit harmonic distortion	< 3% for linear load, <5%for nonlinear load.	Load dependent
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 minuteat125% One minuteat150%	
16.	Overall efficiency	92% at 100% load,90% at 50% load	
17.	Transient Response	100% load change :<+/-5%	
Automatic Transfer of load from UPS to bypass			
18.	Transient recovery time after load change	<50mSec	
19.	Phase voltage asymmetry	Balanced load : 1 % 100%unbalancedload : 2 %	
20.	Crest factor	3:1	

#### 14. Annexure-II

S No.	Description	Requirements	Supplier Response (Compliant / Not Compliant)	Remarks
1	Capacity	2/5 KVA		
2	Model/Make	BRANDED		
3	Technology	SPWM,IGBT/MOSFET(for more than 72 DC volt IGBT preferred)		
4	Input Voltage Range	Input Voltage 230 V AC, Single phase, 3 wire 160 V AC TO 270 V AC		
5	Input Frequency Range	45 TO 55 Hz		
6	Input Over Voltage Protection	280 V AC		
7	Input Under Voltage Protection	155 V AC		
8	Over Voltage Cut Off	Should be offered externally		
9	Output Voltage	230 V AC Single Phase +- 1%		
10	Frequency	50 HZ +-1%		
11	Load Power Factor	0.8 Lag to Unity		
12	Isolation	Output load be isolated through a transformer of same rating		
13	Output Over Voltage Protection	245 V AC Single Phase		
14	Output Under Voltage Protection	210 V AC Single Phase		
15	Over Load Capacity	125% of rated load for 60 sec		
16	Total Harmonic Distortion	Less than 3% On linear Load		
17	Short Circuit Protection	Soft shut down should occur without blowing any fuse.		
18	Crest Factor	03:01		
19	Isolation	Manual Bypass Switch Should be provided of same rating		



20	Indicators	Over Temperature Load On Battery Battery On Charge Battery Low Mains on DC ON Inverter Tripped: Output Over Voltage Output LowVoltage Over Load System		
21	Static Switch	Automatic Bi-directional should take care of 100% uninterrupted transfer of load from UPS Transfer Time <4 m sec Overall Efficiency >85 % Inverter Efficiency > 90 %		
22	Metering	Separate/Single Digital Meter Input Voltage Input Current Output Voltage Output Current		
23	Battery Period Of Backup	Sealed Maintenance Free Lead Acid Battery of >= 12 V each of uniform AH rating 2 Hours with 100% load		
24	DC Bus Ripple	< 1%		
25	Battery Recharge Time	From Fully Discharge Condition To 100% Charged Condition < 12 Hours Total DC Bus Banks SINGLE		
26	Vah Rating Capacity X 1 X 2hrs	FOR 2 KVA- MIN 5926 VAH (For 2 KVA 6250VAH and 5KVA 12480 VAH )		
27	Inverter Eff Utilization%	FOR 5 KVA- MIN 14814 VAH		
28	Network attachable UPS	Support for NMS & EMS as per UPS standard specification		
29	Battery Housing	If required Closed housing with suitable lockers /MS open Rack as per site condition		

30	Battery Life	Battery backup should be available for a period of 2 hours, battery should be replaced free of cost if the backup period is reduced to 30 Minutes or less.		
31	Auditable Alarm for following Conditions	Battery Low Mains Failure Inverter UnderVoltage Inverter Over-Voltage Over Temperature Inverter Overload		
32	Environmental	Operating Temperature < 45 Deg C Humidity 10-90 % (noncondensing) Noise Level < 50 db at Full Load from 1 meter distance		
33	Warranty on UPS & Battery	Comprehensive warranty for 3 years + 2 years AMC. Battery backup should be available for a period of 2 hours, battery should be replaced free of cost if the backup period is reduced to 30 Minutes or less		
34	Others	UPS input power plug and socket should be of Indian standard. 5KVA and above Terminal blocks are required		

### 15. Annexure –III

Features Control, Display & Protection				Test Result/ Vendor Remark
Sr. No	Controls	Display: Digital Display Only	Protections	Put Tick mark which are Applicable for Control/ Display & Protections
1	Charger input MCCB / MCB	AC input /Bypass/ Inverter indications	Input Overvoltage /under voltage	
2	Battery circuit breaker (mounted separately in its own enclosure)	Battery operation/ shut down indication	Surge protection. Input Frequency variation protection Output short circuit protection& Over-temperature protection	
3	Battery circuit breaker (mounted separately in its own enclosure)	Load/over load indication	Low battery shutdown	
4	Inverter output MCCB / MCB	Fault indications	Battery current limit	
5	Bypass line Isolator	Mains Failure/low battery audible alarms	Manual as well as static bypass (both)	
6	Maintenance by-pass isolator with line fuse	Output Voltage, current and frequency indication	DC overvoltage	
7	Alarm acknowledges /reset button	Battery voltage, Charging /Discharging Current	Phase loss on input side	
8	Inverter On-Off push button for manually switching off the inverter	Maintenance bypass ON	Negative sequence on input side	
9	Emergency off pushbutton	Low battery	HRC fuses in the control circuit	
10		DC overvoltage	Charger input current limit	

## 16. Annexure-IV

### Testing Format to be submitted at the time of Technical Bid

Sr. No.	Parameters to be measured	Compliance by Bidder	Bank Evaluation
1.	Technology		
2.	Nominal Input Voltage		
3.	No Load Input Voltage Range = Voltage Regulation		
4.	Input frequency Range		
5.	Input Power factor		
6.	Inversion Technique		
7.	Capacity		
8.	Output Voltage		
9.	Output Frequency		
10.	Distortion (o/p voltage) THD		
11.	Crest Factor		
12.	Static bypass switch		
13.	Wave Form(output)		
14.	Efficiency		
15.	Indications		
16.	Alarm		
17.	Metering		
18.	DC Isolation between Input line & Output line.		
19.	Input Current Harmonics		
20.	Batteries		
21.	Rated KVA		
22.	Charger		
23.	Manual bypass switch		
24.	Transient Response		
25.	Overload capacity 110% & 150%		

## 17. Annexure –V

### Battery Rating Calculation

The formula employed rating calculation is as stipulated below:-

#### Formulae Employed:

$$\text{Capacity of Battery (AH)} = \frac{\text{DC Current X Duration in Hrs.}}{\% \text{ age capacity utilization}} \quad \text{-----}$$

$$\text{Where, DC Current} = \frac{\text{UPS (KVA)} \times 1000 \times \text{Load Power factor}}{\text{-----}}$$

$$\text{Hence, VAH} = \frac{\text{Inverter efficiency} \times \text{End Voltage}}{\text{AH} \times \text{Nominal Voltage}}$$

**For e.g.: for 3 KVA UPS, 1 hour Backup:**

$$\text{DC Current} = \frac{3 \times 1000 \times 1}{0.93 \times 10.5 \times 18} = 17.0 \text{ A}$$

$$\text{Battery "AH " } = \frac{17.0 \times 1.0}{0.62} = 27.4 \text{ AH}$$

Hence, 18 no's of 12V/28AH batteries will suffice.

**Total VAH = 18 x 12 x 28 = 6048 VAH**

The following assumptions have been made in the above calculations: -

1. DC Voltage – 216 for 3 KVA □ 72 / 96V DC
2. End cell voltage / battery of 10.5 V
3. Load Power Factor = 1.0
4. Inverter efficiency = 93%

**% Capacity utilization is:**

Duration	% Capacity utilization
½ hr (30 mins)	52%
1 hrs	62%
2hrs	74%
3hrs	83%
4hr	85%

## 18. Annexure -VI

### **FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION**

#### UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,  
Deputy General Manager,  
Corporate Services  
Head Office, Lokmangal  
Bank of Maharashtra  
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not blacklisted/Deregistered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 05 years.

For -----

Authorized Signatory  
Date:

**19. Annexure -VII**  
**FORMAT FOR BID SECURING DECLARATION FORM**

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

Tender No. \_\_\_\_\_

To,  
Deputy General Manager,  
Corporate Services Dept.  
Bank of Maharashtra,  
1501, Lokmangal,  
Shivajinagar, Pune

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case

I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(insert signature of person whose name and capacity are shown)

in the capacity of

(insert legal capacity of person signing the Bid Securing Declaration)

Name:

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate) (Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



## **20.CHECLIST FOR SUBMISSION OF TECHNICAL BID**

<b><u>S.no</u></b>	<b><u>Documents Submitted</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Reasons for Non - Submission</u></b>
<b><u>1</u></b>	Tender Fee			
<b><u>2</u></b>	Bid Securing Declaration			
<b><u>3</u></b>	Duly Signed Technical Bid on al Pages			
<b><u>4</u></b>	Articles of Agreement			
<b><u>5</u></b>	Integrity Pact			
<b><u>6</u></b>	Copy of Relevant Completed Work Orders / completion certificate from the Client. All documents are self attested			
<b><u>7</u></b>	Copy of Work Orders in Hand			
<b><u>8</u></b>	Details of Offices Network in India			
<b><u>9</u></b>	Certificate from CA for turnover P&L statement for relevant FY.			
<b><u>10</u></b>	Technical & Price Bid submitted in separate envelope			