

**THE DISTRICT COOPERATIVE CENTRAL BANK LTD
MAHABUBNAGAR**

**REQUEST FOR PROPOSAL (RFP) FOR
Vendors for supply, installation and commissioning of Uninterrupted Power Supply
Systems (UPS) with Batteries**

BID DETAILS

Sr. No.	Subject	Date/time
1.	RFP Ref. Number & Date	3501/IT/2022-23 DATE:24.02.2023
2.	Last Date for receipt of queries for pre-bid meeting.	10.03.2023
3.	Last date for receipt of Bids Documents	13.03.2023, 5.00PM
5.	Date & Time of Opening of Technical Bids and Commercial Bids	13.03.2023, 5.30 PM
6.	Address for submission of Bid, Place of Opening of Bids	The District Cooperative Central Bank Ltd, Mahabubnagar, Post Box no.14, Dist court Road mahabubnagar 509001
7.	Website address	http://dccbmbnr.org
8.	E-mail address	ceo_mbnr@mbnrdccb.org
9.	R F P Fee	Rs.500/-
10.	E M D Amount	10% of purchase Value

*In the presence of the authorized representative of the bidders (authorization letter from Company to be submitted) Technical bids will be opened. Only one representative will be allowed to represent the Company.

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1. Introduction:

THE DISTRICT COOP CENTRAL BANK LTD, MAHABUBNAGAR, having its Head Office at MAHABUBNAGAR, hereinafter called the Bank.

The Bank intends to purchase UPS Devices with Batteries. The details of items and their required quantities are mentioned in Part – IV. THE DISTRICT COOP CENTRAL BANK LTD, MAHABUBNAGAR invites bids from the prospective bidders having proven past experience and competence in the field of Supply, Installation & Support of hardware to supply the above hardware items in its branches/offices across the country. Bidders with unsatisfactory past record need not apply.

2. Broad Scope of Work:

The District Cooperative Central Bank Ltd invites sealed Tenders for supply, installation and commissioning of UPS System for Branches as per specifications, terms & conditions given in enclosed forms. The requirements will be spread over the list of branches will be provided subsequently along with the Purchase Order (PO).

The scope of work includes

- a) Delivering, installing and commissioning of UPS Systems of specified configuration details in Technical Bid Form VIA - VID at various locations as per address given in Purchase orders.
- b) Providing service and onsite support during warranty period and post warranty period under Annual Maintenance Contract as per Bank"s requirement.
- c) Coordinating with the branches / offices for obtaining Road Permits, Delivery and Installation by coordinating with vendors of other equipments, if required.
- d) Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions.
- e) If required by the bank, arrange for delivery of the equipments at Head Office as per banks requirement and arrange for delivery at the locations required by the bank.

3. Bidders" Eligibility Criteria:

Only those vendors who fulfill the following pre-qualification criteria are eligible to Bid. The bidder should be a Public or Private Limited Company registered under Companies Act, 1956 or a partnership firm or Sole proprietary Concern and should be in existence for a minimum period of five years.

1. The Company should be a manufacturer of the equipments or as an authorised channel partner/ authorized dealer for the above equipments during the last 2 years.
2. The OEM/authorized channel partner/dealership certification should be in force for the current financial year. (Enclose copy of letter from OEM as per enclosed format, if the bidder is channel partner or dealer).
3. The Bidder should have executed contracts for supply, installation and commissioning of **the equipment for which the tender is submitted to** public/ private sector banks/ government undertakings during the last two years. Copies of Major Contracts executed for the supply of UPS systems during the last two years should be enclosed.
4. The Bidder should have installed and commissioned at least 100 UPS during the last 2 years which should include installations in public sector banks, Regional Rural Banks or Co-operative banks.
5. The Annual Sales Turnover shall not be less than **Rs.20 Lakhs** in the last 3 years.
6. The net worth of the Company shall not be less than **Rs.20.00 lakhs** in the last three years.
7. The company shall be earning profits for the last three years. In case of loss in any of the last 3 years, the net worth must be positive to the extent of **Rs.20 lakhs**
8. The company shall be having offices at Hyderabad and major/ metro locations all over Telangana or the company shall be able to provide the warranty/ AMC services at the locations, where the equipments are supplied, either directly or through their authorised representatives or through their OEM representatives.
9. The companies having quality certification/ any other certification will be preferred.

10. The Product offered (Models of the above equipment's) shall have been deployed in the market. Quality/ Performance/ Benchmark Certifications for the products offered, if any, shall be submitted.
11. The bidder/ OEM shall provide an undertaking that the Model offered & empanelled will be available & supplied during the currency of the empanelment.
12. The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).
13. Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.

4. Bid Process:

As a part of this procurement process, the bank intends to purchase of UPS Systems, who qualify on the basis of Pre-qualifications given elsewhere in this tender document, Technical Evaluation of UPS equipment offered vis-a-vis the Equipment Configuration & Compliance Forms provided in the Tender Documents elsewhere to meet the bank's requirements.

The Bank intends to **finalize L1 vendor, by obtaining the Equipment Configuration & Compliance forms and Commercial bids from the technically qualified Vendors or by obtaining the commercial bids**

Procurement of projected quantity for the period for which the commercial bids are called for procuring the equipment from the L1/ short listed vendor.

The tentative requirements for each of the equipment are as follows:

Si. No	UPS Capacity	Quantity
1	5 KVA UPS	12

However Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions, during the commercial bid validity period of **one year**. The Bank reserves the right to alter quantities.

5. Single stage two envelop bidding:

The offer shall be submitted in sealed cover for all the products offered. The Covers should be super scribed with the headings "**Technical offer for supply, installation and commissioning of UPS Systems**" for Technical Bid documents and "**Commercial offer for supply, installation and commissioning of UPS Systems.**" for Commercial Bid documents, whenever submitted.

The envelope containing **Technical Offer** should include only Company Profile (as per enclosed format) Relevant Technical Bid Form and **Standard** Printed Technical Literature/Brochure about the Product, Quality certifications for the Products and documents supporting above eligible requirements etc., for the bid.

The envelope containing **Commercial Offer** should include only the commercial quote for the product offered as per the format enclosed and any other formats called for. **Please note that no other information other than the price & other information called for should be furnished along with this offer.**

The sealed covers containing the **Technical and Commercial** offers shall in turn be put in a sealed outer envelope to be super scribed "**Technical and Commercial offers for supply, installation and commissioning of UPS Systems**".

6. RFP Fees:

The Bidder is required to submit a Demand Draft amounting to **Rs.500/-** in favor of The District Cooperative Central Bank Ltd payable at Mahabubnagar along with the bid. This is to be submitted in a separate envelope along with the Bid response. This amount is not refundable.

7. Earnest Money Deposit (EMD):

The Bidder is required to deposit an amount equallent **to 10%** of purchase value) in the form of a Demand Draft / Banker's Cheque / Pay order in favor of „The District Cooperative Central Bank Ltd“ payable at Mahabubnagar as Earnest Money Deposit. The EMD will be returned after warranty period.

The bidder may submit a Bank Guarantee issued by a Scheduled Commercial Bank in lieu of EMD by way of Demand Draft / BC / The format of Bank Guarantee is provided in the Technical Form X.

This is to be submitted in a separate envelope along with the Bid response

No interest will be paid on the EMD.

EMDs / Bank Guarantees furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

The EMD made by the bidder will be forfeited if:

- the bidder withdraws his bid before opening of the bids.
- the bidder withdraws his bid after opening of the bids but before acceptance of "Letter of Intent" or "Purchase Order".
- the selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- the bidder violates any of the provisions of the terms and conditions of the RFP in the process of evaluation and up to submission of Performance Bank Guarantee.

Failure to accept the order by the Selected Bidder within seven days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of Bank. However Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

8. General Terms of Bid submission:

Please note the following points while submitting your offers.

1. The offers shall be made strictly as per the formats enclosed.
2. The Bidder shall bear all the costs associated with the preparation of the documents, submission of its bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
4. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder. In which case the person or persons signing the bid shall initial such corrections.
5. The offers submitted to Bank should not bear any corrections, alterations, over writings and additions in hand writing.
6. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
7. The Bidder is expected to examine the configurations given in the technical bids and provide compliances, duly providing correct configurations for which the tender is called for.

If any inconsistency is observed by the bidder, the same shall be mentioned against each of such item observed and provide the offer made by them.

8. The company having quality certification & other certifications, for their operations, will be preferred. Also, the products having respective quality certifications will be preferred.

9. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 4 years after expiry of warranty period. **The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.** Bank shall reserve right to ask for **PROOF OF CONCEPT** on working of the offered Models to ascertain the working of the systems, before considering for empanelment.

10. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

11. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

12. The diagnostic features available in the system, if any, may be furnished.

13. Time required for supply and installing the Products at our branches/ offices shall be mentioned in the technical offer.

14. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

15. Bank will declare successful vendors on the basis of the compliance of pre-qualification criteria as per terms of the tender documents & technical evaluation based on the technical compliance of the product offered by the bidder vis-à-vis the Equipment Configuration & Compliance forms given in the technical bid forms. Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

16. The Commercial Bids of the technically qualified vendors will only be considered for Commercial Bid .

17. The Bank reserves the right to **finalise L1 vendor, by obtaining the Equipment Configuration & Compliance forms and Commercial bids from the Technically Empanelled Vendors or by obtaining the commercial bids through the e-procurement process from the Technically qualified Vendors.**

18. Bank reserves the right to reject this invitation to RFP, in part or full, or cancel the entire procurement process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.

9. Price Composition:

The successful bidder should comply with the following terms & conditions with respect to the Commercial Bids enclosed.

(a) The pricing structure should be furnished strictly as per our format and price quoted should be only in Indian rupees.

(b) The quoted price should be **all-inclusive price** (i.e., including Technical Service Charges, if any, Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation and warranty period charges. The total price shall also include cable connectors, Technical/User Manuals, Driver/ Utility Compact Disk). No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax/ Road Permit will be reimbursed as per actual, subject to production of original receipts and other relevant documents. **(The quoted price should clearly indicate the Base Price (A) + Taxes, Service taxes, other charges component., separately(B).)**

10. Payment Terms:

Bank's Standard payment terms are only applicable. **No advance will be paid** against the Purchase Order. As per the present policy, 90% of the cost of the equipment will be paid against proof of delivery of equipment and installation and the final 10% against production of performance Bank Guarantee from a Bank acceptable to Bank, in our standard format, valid for Warranty Period from the date of installation or after completion of Warranty Period from the date of installation, by production of satisfactory performance report. In the case of a situation where the vendor could not install the equipments procured due the problem of site not ready for a period of one month from the date of delivery, 75% of the cost of equipment will be paid against delivery subject to production of invoice, delivery challan and other documents showing proof of site not ready with a letter of confirmation stating that the installation will be done under PO terms as & when required by the bank. **Bank will not consider any other payment terms even if it is mentioned in the offer letter**

11. Period of validity:

The prices quoted shall be valid for a minimum period **of 15 days** from the last date for submission of bids and applicable for the quantity projected for procurement by the bank.

12. Liquidated Damages:

Bank reserves the right to charge penalty for delayed deliveries at the rate of 0.50% per week without prejudice to its other rights, if not delivered as per the agreed terms & conditions of delivery schedule as per Bid submitted. The penalty may be increased to 1% per week for the delay beyond 2 weeks from the stipulated delivery date. Also, Bank reserves right to cancel the Purchase Order not executed as per terms of offer under this tender documents and initiate steps de-empanel the bidder from the empanelled list if the agreed time lines for delivery are not met by the bidder or defaults in supply of equipments under the Purchase Orders placed.

In case any part is found defective during warranty / AMC period, Vendor should ensure that the required parts is replaced immediately or a standby equipment(of equivalent model or higher) is provided at no extra cost to Bank, within 24 hours or next Banks business day, till the defective part is replaced. However, Bank will entertain such standby equipment only for period of 14 working days, beyond which the defective part is to be inevitably replaced. Otherwise, Bank will either invoke the performance guarantee where ever provided or levy penalty @ 1% of equipment cost per each day delay in replacement of the spare. The penalty will be adjusted by from any pending payment payable by Bank to the vendor.

13. Warranty:

The Product shall carry **minimum 36 months Comprehensive on-site warranty covering total equipment from the date of installation. Warranty terms & conditions shall cover the total equipment, including spare replacements procured from the vendor, with maintenance by FAX, email, telephone and on site support, if any required. In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required.** Terms of Service Level Agreement, if any, are to be specified. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty & AMC terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.

14. Annual Technical Support (ATS/AMC):

AMC charges (Comprehensive On-site inclusive of all taxes as on date) for the product excluding batteries. Annual maintenance contract terms & conditions shall cover the total equipment excluding batteries with maintenance with calls logged by FAX, email, telephone and on site support, if any required & necessary Preventive Maintenance calls during the year for the upkeep of the product/ as per the requirement of the bank. In the case of authorized/ channel partners, AMC shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates (if any required) for providing **AMC support for period not less than 4 years after expiry of warranty period.**

15. Commercial Evaluation:

Bank reserves right to **normalize the commercial bids and to evaluate total cost of ownership for 5 years to finalize the L1 vendor, duly considering unit cost of the equipment including the additional components, if any required, for making it functional as per the requirements of the bank.** AMC Charges, any other costs/ charges (in case of any difference in the terms of offer by the bidders) will be considered to bring all the technically short listed vendors at par for computing total cost of ownership by normalizing the commercial bids. Bank will be declaring bench mark AMC on cost of UPS & Stabilizer (i.e, excluding battery cost) which will be taken in to account for LIMITED PURPOSE of calculating the total cost of ownership, for evaluation, if the AMC rate quoted by the vendor is less than the bench mark AMC rate. However, the AMC rates quoted in the commercial bid or final offer is binding on the bidder.

16. Disqualification of the bidder:

No columns of the tender should be left blank. Offers with insufficient information and Offers, which do not strictly comply with the stipulations given above, are liable to be rejected.

Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason thereof whatsoever.

The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.

17. Hardware Inspection:

Pre-delivery /acceptance inspection will be carried out by the Bank through its Staff/ officials or any other authorised representative/consultant at vendor's factory / ware house or at any of the Bank's site/location depending on the exigencies of the Bank. The vendor shall keep ready the equipment for inspection if the inspection is carried out at Bank"s site, the vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the specifications of the Bank.

18.Integrity Pact:

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the "Integrity Pact", as per *Annexure I* on a non-judicial stamp paper of ₹100/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by

the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact are changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in shall be rejected.

19. Resolution of disputes:

Bank reserves right to procure different equipments/ components from various vendors depending on its requirement and vendor shall co-ordinate with other vendors for integrating the components with the equipment procured from them.

Vendors shall indemnify, protect The District Cooperative Central Bank Ltd against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from Infringement of any Patent, trademarks, copyrights, agency/dealership etc., or such other statutory infringements in respect of the entire software supplied by the vendor.

If the supplied system is not working to the satisfaction of the Bank, the same shall be replaced with a new system.

The bidder shall submit an undertaking that all the components used in the equipments shall be original make as per the technical specifications submitted. If found contrary, the bidder shall replace the component/ equipment with the original ones at bidders own cost and in such instances, Bank reserves right to levy penalty for the lapses.

The vendor shall provide the following services in addition to the above:

- Coordinating with the branches/ offices for obtaining Road Permits, Delivery, and Installation by coordinating with other agencies/vendors of other equipments, if required.
- Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions, if required by bank.
- If required by the bank, arrange for delivery of the equipment at Zonal Office for as per banks requirement and arrange for delivery at the locations required by the bank.
- The Bidder shall arrange road permit for all the locations for which PO is issued at no extra cost to the Bank. However, Road permit/ Octroi/ Entry Tax will be reimbursed as per actual, subject to production of original receipts and other relevant documents.

20. Other Terms and Conditions:

Bank reserves right to procure different equipments/ components from various vendors depending on its requirement and vendor shall co-ordinate with other vendors for integrating the components with the equipment procured from them.

Vendors shall indemnify, protect The District Cooperative Central Bank Ltd against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from Infringement of any Patent, trademarks, copyrights, agency/dealership etc., or such other statutory infringements in respect of the entire software supplied by the vendor.

If the supplied system is not working to the satisfaction of the Bank, the same shall be replaced with a new system.

The bidder shall submit an undertaking that all the components used in the equipments shall be original make as per the technical specifications submitted. If found contrary, the bidder shall replace the component/ equipment with the original ones at bidders own cost and in such instances, Bank reserves right to levy penalty for the lapses.

The vendor shall provide the following services in addition to the above:

- Coordinating with the branches/ offices for obtaining Road Permits, Delivery, Installation by coordinating with other agencies/vendors of other equipments, if required.
- Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions, if required by bank.
- If required by the bank, arrange for delivery of the equipment at Zonal Office for as per banks requirement and arrange for delivery at the locations required by the bank.
- The Bidder shall arrange road permit for all the locations for which PO is issued at no extra cost to the Bank. However, Road permit/ Octroi/ Entry Tax will be reimbursed as per actual, subject to production of original receipts and other relevant documents.

21. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

22. Confidentiality:

The RFP document contains confidential information proprietary to the Bank. The Bank is bound by an agreement of confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Bidder shall render himself liable for

disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and / or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

23.Important Points:

The Bid shall be submitted with following documents in the same sequence without which the tender will be summarily rejected. **All the pages in the respective bids should be serially numbered and signed by the authorized person.**

I) TECHNICAL BID COVER:

- 1) Technical Bid Forms I to V along with Audited Balance Sheets, Copies of Reference Letters, Quality Certification Letters, Product Literatures etc.
- 2) Equipment Configuration & Compliance Technical Bid Form –VIA, VIB, VIC and VID.
- 3) Pre-qualification criteria compliance format as per Form-VII enclosed.
- 4) Original Equipment Manufacturer (OEM) letter of authorization and undertaking as per the Form - VIII enclosed.
- 5) Bidders undertaking Letter as per the Form - IX enclosed.
- 6) RFP FEE DD & EMD Form X/DD.
- 7) Any Other documents, forms, letters etc. supporting above information.

II) COMMERCIAL BID COVER:

- 1) Commercial Bid Format Form- A & B

Sd/-

Chief Executive Officer

Encl: Technical Bid Form-I to X
Commercial Bid Form-A & B

(RFP for supply of UPS Systems with Batteries)

Company Profile

1. Name of the Company:
2. Address of Registered Office / Head Office:
3. Phone Number (with STD Code)
4. Fax Number
5. E-mail id
6. Constitution (Public Ltd Co., / Pvt Ltd Co./ Partnership/ Proprietary Concern etc)
7. Date of Establishment:
8. Name of Chief Executive:
9. Name of Local Contact Person and Phone No at Hyderabad:
10. Location of Factory, if applicable:
11. Line of Activity:
12. Date from which the product offered in the tender are marketed:
13. Products Developed / Serviced (Attach product literature)
14. Details of Quality Certifications Obtained for the Company & its Products, such as ISO-9001:2000 etc. (attach Xerox copies).
15. Total Number of Employees:

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM

FORM-II

(RFP for supply of UPS Systems with Batteries)

Particulars of Company’s own Offices / Service Centers.

Number of Offices: Within Andhra Pradesh & Telangana:
Rest of India:
Total Number of Offices:

Number of Service Centers: Within Andhra Pradesh & Telangana:
Rest of India:
Total Number of Offices:

Please furnish information about Regional/ Branch Offices/ Service centers in the following format separately for Offices & Service Centers.

Bank Offices Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank’s Office.	Address	Name of Person In-charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support

Date

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-III**

(RFP for supply of UPS Systems with Batteries)

Particulars of Service Centers Managed by Third Parties / Franchisee

Number of Offices: Within Telangana:

Rest of India

Total Number of Offices

Bank Zonal Offices Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank's Head Office.	Address	Name of Person In-charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM

FORM-IV

(RFP for Supply of UPS Systems)

A. List of Major Banker and related references: (to whom the above equipment/s are supplied during the last three years – provide copies of major contracts executed)

Name of the Bank & contact details	Details of equipment supplied

B. Reference details of major contracts executed for the above equipment (Please furnish details based only on installations made during the year April 2018 to March 2021. Attach reference letters/credential letters for the orders/contracts executed.)

SI No	Name of the Buyer	Contact Person	Phone No	Equipment Supplied

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-V**

(RFP for supply of UPS System)

1. Financial Position (Enclose copy of Audited statements)

(In Rs in Lakhs)

	2018-19	2019-20	2020-21
Audited (A) / Provisional (P)	(A)	(A)	(A)
Net worth			
Sales Turnover			
Profit after Tax			

Please **fill all the above columns** (do not leave any column blank) & attach annual reports / duly audited financial statements at least for the latest two financial years.

Date:**Signature of Authorised Official with Seal**

**EQUIPMENT CONFIGURATION & COMPLIANCE
(5 KVA UPS System)**

FORM-VIC

Bank's Reference Code: 5 KVA UPS single phase input & output with Stabilizer Name

of the vendor:

Make:

Model:

S No	FEATURE	GENERAL CONFIGURATION SPECIFICATIONS	VENDOR COMPLIANCE – YES /NO
1	UPS RATING	5 KVA single phase input & output	
	Technology	Microprocessor controlled high frequency PWM Technology	
2	INPUT		
	Nominal Voltage	120 V-230 V AC, (+20 % to - 35%) Single Phase	
	Nominal Frequency	45 HZ to 55 HZ	
	Input Power Factor	> 0.90	
3	RECTIFIER & CHARGER		
	Type	PWM With Active power factor Correction circuits.	
	Nominal Voltage Regulation	+/- 1%	
	Ripple (Without Battery)	< 1%	
	Charging Method	Constant Voltage Constant current (CVCC)	
4	BATTERY		
	No of Hours of Backup	3 Hour (Load of 5KVA @ 0.8 power factor)	
	Battery Voltage	Specify as per Backup requirement. Minimum 120 VDC.	
	Type	Sealed Maintenance Free (SMF)-VRLA Type	
	Make, Model, Voltage, Rating, No of batteries, weight, dimension etc	Panasonic/ Global (Rocket)/ Amara Raja (Quanta)/Numeric/ Exide. Total VAH shall be 7800 VAH or above with minimum 65AH Batteries.	
5	OUTPUT		
	Power Capacity	5 KVA	
	Load Power Factor	0.8 lag to unity within KVA & KW rating	
	Nominal Voltage	220/230/240 VAC, Single Phase (Stepless Adjustable)	
	Regulation	For Balanced Load +/- 1% For 100% Unbalanced Load +/- 2%	
	Frequency	50 Hz (+/-0.25Hz) in Free Running Mode, 50 Hz (+/-3Hz) in Synchronous Mode	
	Waveform	True Sine wave	
	Total Harmonic Distortion	<3% Max for 100% Linear Load <5% Max for 100% Non-Linear Load	
	Over Load Capacity	125% for 5 min 150% for 60sec	

	Inverter	IGBT based PWM True On Line with INSTANTANEOUS SINEWAVE CONTROL	
	Dynamic Response	For 0 to 100% step load change the output shall remain within +/- 5% & recover to 98% within quarter cycle.	
	Crest Factor	3 : 1	
	Duty	Continuous	
6	BYPASS STATIC SWITCH		
	Frequency Synchronization Band	+/- 3Hz	
	Slew Rate	0.1Hz/Sec	
	Transfer (Inverter to Bypass)	In Sync Mode - <2 to 3 m sec In Async Mode - < 10 m sec	
	Retransfer (Bypass to Inverter)	In Sync Mode-No break in Retransfer In Async Mode - Not Applicable	
7	EFFICIENCY (At full load & nominal input voltage)		
	Inverter Efficiency (DC to AC)	>90%	
	Converter Efficiency (AC to DC)	>90%	
	Overall Efficiency	>85 - 90%	
8	ENVIRONMENTAL		
	Acoustic Noise level	<70 db	
	Ambient Temperature	0 to 45 Deg C	
	Storage Temperature	-10 to 70 Deg C	
	Humidity	Up to 95% RH, Non Condensing	
	Altitude	<1000 Mtrs, Above Sea Level (Without derating)	
9	PHYSICAL		
	Enclosure Protection Grade	IP - 20 or High	
	Cooling	Forced Air	
	Color	Specify	
	Cable Entry	Bottom	
	Dimensions of UPS & Battery Rack	Specify Width, Depth, Height, Weight	
10	METERING/ LCD Digital Display	Input Voltage Battery Voltage Output Current (%) Input Current Battery Current Output Voltage Date & Time & Others, if any, specify	

11	INDICATORS/ ALARMS	Battery low pre-alarm Battery low Load on Battery, UPS Indicator Load on Bypass Inverter Faulty Battery Status Indicator Mains, Inverter, Output on Indicator & Others, if any, specify	
12	PROTECTIONS	Input Under / Over voltage Rectifier Over voltage Rectifier over current. Battery low Battery charging current limit Output under voltage Output over voltage Output overload Output short circuit Inverter over temperature Input, Bypass, Battery Circuit Breaker & others, if any, specify	
13	Double Winding Isolation Transformer	To be provided as an internal (inbuilt) feature of the system or external.	
14	TESTING STANDARDS	IEC 62040 - PART III	
15	Communication Interface		
	Standard	RS232 Port for Software Interface	
	Optional	SNMP facility. However, Inbuilt provision to be available in the UPS.	

Minimum time required for delivery from the date of purchase order: weeks

Date: Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-VII**

THE DISTRICT COOPERATIVE CENTRAL BANK LTD, MAHABUBNAGAR

STATEMENT OF PRE-QUALIFICATION OF RFP FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UPS SYSTEMS:

S No	Pre-qualification Criteria	COMPLIANCE
1	The Company should be a manufacturer of the equipments or as an authorised channel partner/ authorized dealer for the above equipments during the last 2 years.	
2	The OEM/authorized channel partner/dealership certification should be in force for the current financial year. (Enclose copy of letter from OEM as per enclosed format, if the bidder is channel partner or dealer).	
3	The Bidder should have executed contracts for supply, installation and commissioning of the equipment for which the tender is submitted to public/ private sector banks/ government undertakings during the last two years. (Enclose Copies of reference letter/ POs /credential letter).	
4	The Bidder should have installed and commissioned at least 40 UPS Systems during the last 2 years and out of that 40 should be in public sector banks, Regional Rural Banks or Co-operative banks. (Enclose Copies of reference letter/ POs /credential letter)	
5	Annual Sales Turnover not less than Rs.20 lakhs for last 4 years (Provide in Lakhs & Enclose audited Balance Sheets) 2018-2019 2019 - 2020 2020 - 2021 2021-2022	
6	Net worth not less than Rs.20 Lakhs for last 4 years (Provide in Lakhs) 2018-2019 2019 - 2020 2020 - 2021 2021-2022	
7	Shall be Earning Profit for the last Four Years (Provide in Lakhs) 2018-2019 2019 - 2020 2020 - 2021 2021-2022 In case of loss net worth must be positive and it should be minimum Rs.20 Lakhs	
8	The company shall be having offices at Hyderabad and major/ metro locations all over the country or the company shall be able to provide the warranty/ AMC services at the locations, where the equipments are supplied, either directly or through their authorised representatives or through their OEM representatives.	
9	The companies having quality certification/ any other certification will be preferred. Please provide details.	
10	The Product offered (Models of the above equipments) shall have been deployed in the market. (Proof to be enclosed). Quality/ Performance/ Benchmark Certifications for the products offered, if any, shall be submitted.	

11	The bidder/ OEM shall provide an undertaking that the Model offered & empanelled will be available & supplied during the currency of the empanelment.	
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12	The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).	
13	Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.	
14	MAKE & MODEL OFFERED	

Date:

Signature of Authorised Official with Seal

TECHNICAL BID FORM

FORM VIII

(This format has to be issued by Original Equipment Manufacturer on their Letter Head duly signed by authorised signatory/ies)

To
CEO
The District Cooperative
Central Bank Ltd,
Mahabubnagar,
Post Box no.14,
Dist court Road
mahabubnagar
509001

Place:
Date:

Dear Sir,

We hereby certify that M/S..... (Name & Address) is an Authorized Channel Partner/ Authorized Dealer (Strike out the not applicable) for Supply, installation and commissioning of(Equipment details) of(Specify Make) manufactured by our company for the last (Specify) Years. Further, we certify that the Authorized Channel Partner/ Authorized Dealer ship agreement with M/S.....is in force and is valid up to.....(Specify Period).

Further, we hereby certify that M/S..... is authorized to participate in the tender process for procurement of UPS Systems on our behalf and submit bids. We undertake to honor the Warranty and AMC terms & conditions as per the tender documents independent of continuation of the channel partnership/ authorized dealership arrangement with M/S..... either directly or through any of our channel partners/ authorized dealers.

We hereby undertake that the Model offered & empanelled will be available & supplied during the currency of the empanelment.

Further, we confirm that the undersigned is authorized to issue this letter.

Yours Faithfully,

(Name, Designation, Address, Phone Number of the Authorized Signatory with Company Seal)

TECHNICAL BID FORM

FORM IX

FORMAT UNDERTAKING LETTER ON THE LETTER HEAD OF THE BIDDER.

To

Place:

Date:

CEO

The District Cooperative
Central Bank Ltd,
Mahabubnagar,
Post Box no.14,
Dist court Road
mahabubnagar
509001

Dear Sir,

Ref: Your Tender Reference No: Dated: for Supply, Installation, Commissioning of UPS
Systems with Batteries

With reference to the above, we hereby confirm that we are the manufacturer of the following equipments (or) authorised channel partner/ authorised dealer (strike off not applicable) of M/S (Provide OEM Name) for the following equipments.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL OF EQUIPMENT
5 KVA		

We confirm that the above equipments are original make and all the components used in the equipments are of original make as per configuration offered and all the deliverables will be supplied with the authorised license certificates in the name of the bank. If found contrary, we undertake to replace the component/ equipment with the original ones at our own cost and under such circumstances, bank reserves right to levy penalty for the lapses. If the equipment supplied is not working properly, the same shall be replaced with a new system at our cost. We hereby confirm that the Model offered & empanelled will be available & supplied during the currency of the empanelment, if the commercial bid is declared as L1. We undertake to service the equipment for 7 years from the date of procurement as per the terms of RFP. We further confirm that we have read all the points of the RFP document and shall comply & abide by that. We undertake to enter in to an SLA agreement as per the RFP document for warranty/ AMC Services with Bank.

We, further, confirm the following services will be provided during the process of supply, installation, commissioning and maintenance.

- a) Configuring the equipment as per the requirement of the Bank
- b) Integrating the equipments with the LAN/WAN infrastructure and other peripherals/ equipments purchased from different vendors in co-ordination with them.
- c) Coordinating with the branches/ offices for obtaining Road Permits, Delivery, Installation by coordinating with other agencies/vendors of other equipments, if required.
- d) Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions, if required by bank.
- e) If required by the bank, arrange for delivery of the equipment at D I T / Zonal Office for configuring etc as per banks requirement and arrange for delivery at the locations required by the bank.

Further, we are agreeable for all the terms & conditions of supply, installation & commissioning of UPS Systems.

Yours Faithfully,

(Name, Designation, Address, Phone Number of the
Authorised Signatory with Company Seal)

Format of Bank Guarantee (for EMD)

To
CEO
The District Cooperative
Central Bank Ltd,
Mahabubnagar,
Post Box no.14,
Dist court Road
mahabubnagar
509001

Dear Sir,

In response to your invitation to respond to your RFP reference No. _____, addressed to _____ having their registered office at _____ (hereinafter called the „Bidder‘) wish to respond to the said Request for Proposal (RFP) for self and other associated Bidders and submit the proposal for supply, installation, and commissioning of UPS SYSTEMS as per Bank's requirements as listed in the RFP document.

Whereas the „Bidder‘ has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. _____ Lakhs (Rupees _____ only) as bid security as required to be submitted by the „Bidder‘ as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

- 1) If the Bidder withdraws his proposal during the period of the proposal validity; or
- 2) If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to The District Cooperative Central Bank Ltd the said amount of Rupees ____ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by The District Cooperative Central Bank Ltd which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs. _____ Lakhs (Rupees _____ only).
- 2) This Bank guarantee will be valid up to _____; and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature of the Bank's authorized Officer.

COMMERCIAL BID

FORM-A

(UPS Systems with Batteries)

To:
The District Cooperative
Central Bank Ltd,
Mahabubnagar,
Gentlemen,

Date

Reg: Supply, installation and commissioning of UPS Systems.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the -----(equipment name), in conformity with the said Bidding documents for the sum of..... (Rs.) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements/ purchase orders issued from time to time.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed percent of the each of Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2022.

(Signature)
(Name) (in the capacity of)
Duly authorized to sign Bid for and on behalf of

COMMERCIAL BID**FORM-B****(UPS Systems)**

Name of the vendor:

SN O	Bank Ref Code	Mak e	Model	Qu anti ty	Item details	Price with 3 years warranty			Total Cost Of Ownership for 5 years (D) D = (A+B+C) * Qty
						Rate Per Unit (A)	Taxes (B)	AMC for Two years (i.e 4th to 5th year) (C)	
1	5 KVA UPS			10	UPS				
					Sub Total:				
					Batteries			XX	
					Total for 5 KVA UPS System				
Total Cost of Ownership for 5 KVA UPS						XX	XX	XX	
OTHER TERMS & CONDITIONS:									
1	Expected delivery Period (in weeks)								
2	The quoted price should be all-inclusive price (i.e., including Technical Service Charges, if any, Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation and warranty period charges. The total price shall also include Technical/User Manuals, Driver/ Utility Compact Disk) and shall be applicable uniformly to any part of the Districts . No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax/Road Permit will be reimbursed as per actual, subject to production of original Receipts and other relevant documents.								
3	Bank's Standard payment terms are only applicable. No advance will be paid against the Purchase Order. As per the present policy, 90% of the cost of the equipment will be paid against proof of delivery of equipment and installation and the final 10% against production of performance Bank Guarantee from a Bank acceptable to Bank, in our standard format, valid for Warranty Period from the date of installation or after completion of Warranty Period from the date of installation, by production of satisfactory performance report. In the case of a situation where the vendor could not install the equipments procured due the problem of site not ready for a period of one month from the date of delivery, 75% of the cost of equipment will be paid against delivery subject to production of invoice, delivery challan and other documents showing proof of site not ready with a letter of confirmation stating that the installation will be done under PO terms as & when required by the bank.								
4	The prices quoted shall be valid for a minimum period of one year from the last date for submission of offers and applicable for the quantity projected for procurement by the bank .								
5	Bank reserves the right to charge penalty for delayed deliveries at the rate of 0.50% per week without prejudice to its other rights, if not delivered as per the agreed terms & conditions of delivery schedule as per Bid submitted. The penalty may be increased to 1% per week for the delay beyond 2 weeks from the stipulated delivery date. Also, Bank reserves right to cancel the Purchase Order not executed as per terms of offer under this tender documents and initiate steps de-empanel the bidder from the empanelled list if the agreed time lines for delivery are not met by the bidder or defaults in supply of equipments under the Purchase Orders placed.								
6	Warranty Period in Months (as per the terms & conditions below)								

The Product shall carry **minimum 36 months Comprehensive on-site warranty covering the entire equipment (except SMF Batteries) from the date of installation.** The SMF Batteries Unit shall carry **minimum 36 months Comprehensive on-site warranty from the date of installation.** Warranty terms & conditions shall cover the total equipment including all spare parts. In case any part is found defective during warranty period, Vendor should ensure that the required parts is replaced immediately or a standby equipment(of equivalent model or higher) is provided at no extra cost to Bank, within 24 hours or next Banks business day, till the defective part is replaced. However, Bank will entertain such standby equipment only for period of 14 working days, beyond which the defective part is to be inevitably replaced. Otherwise, Bank will either invoke the performance guarantee where ever provided or levy penalty @ 1% of equipment cost per each day delay in replacement of the spare. The penalty will be adjusted by from any pending payment payable by Bank to the vendor. In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty and AMC terms & conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.

7	AMC charges (as per the terms & conditions below)	
8	Annual Maintenance Contract Charges (Comprehensive On-site inclusive of all taxes as on date) for the product should be clearly mentioned. Annual maintenance contract terms & conditions shall cover the total equipment (except SMF Batteries) including spare replacements, with maintenance (Minimum 9/6 support) by FAX, email, telephone and on site support, if any required. Necessary Preventive Maintenance calls to be undertaken during the year, with a minimum of 4 per year, for the upkeep of the product. In case any part is found defective & needs to be taken to the Vendor's Premises/lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day. In the case of authorized/ channel partners, AMC shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates (if any required) for providing AMC support for period not less than 4 years after expiry of warranty period.	
9	Deliverables (specify)	
10	Bank reserves the right to procure the equipment under Buy-Back, where ever it is felt necessary.	
11	The bank has the right to place order partially or full, as per the item-wise commercials quoted in Commercial bid Form-II. Eg. Order can be placed for UPS alone or for battery alone or stabilizer alone or all combined or in any combination of the three items viz., UPS, Stabilizer and Batteries.	
12	The Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. The Bank reserves the right to alter quantities.	
13	The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at various locations.	
14	Bank reserves the right to reject this invitation to RFP, in part or full, or cancel the entire procurement process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.	

We undertake to provide the following services in addition to the above:

- (a) Coordinating with the branches/ offices for obtaining Road Permits, Delivery, Installation by coordinating with other agencies/vendors of other equipments, if required.
- (b) Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions, if required by bank.
- (c) If required by the bank, arrange for delivery of the equipments at D I T/ Zonal Office as per banks requirement and arrange for delivery at the locations required by the bank.
- (d) During the comprehensive on-site warranty and during AMC period(if entered by Bank), to dismantle and re-install the UPS System (including stabilizer & batteries) at the specific instruction of the Bank and coordinate with Bank"s selected vendors for replacement of batteries, whenever such situations arise at no extra cost to the Bank.

Further, We declare that all the terms & conditions as per the RFP are agreeable to us.

Date:

Signature with Official seal

Annexure V

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, The District Cooperative Central Bank Ltd, a Government of India Undertaking constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 represented by Shri.

_____, (Designation of the Officer), (hereinafter called the 'BUYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER' has invited bids for the _____ and the BIDDER/SELLER is submitting his bid for the same and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'BUYER' is The District Cooperative Central Bank Ltd.

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 BUYER to obtain the desired said equipment/ services/ works 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 BIDDERS 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 'BUYER' 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 'BUYER'

1.1 The 'BUYER' undertakes that no official of the 'BUYER', connected directly or indirectly with the 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 BIDDER, 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 'BUYER' 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 to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER' 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 'BUYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER' 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 'BUYER' 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 'BUYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage 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 or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER' 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 the 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 this bid/contract.

3.5* The BIDDER further confirms and declares to the 'BUYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER 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 'BUYER' 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 to 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 'BUYER' as part of the 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 another 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 'BUYER' or alternatively, if any relative of an officer of the 'BUYER' 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.

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 'BUYER'.

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)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favor of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER' on demand within 3 working days without any demur whatsoever and without seeking any
-

reasons whatsoever. The demand for payment by the 'BUYER' shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the 'BUYER' to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off 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.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER' and the 'BUYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) 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 BUYER, along with interest.

(vi) 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 'BUYER' resulting from such cancellation/rescission and the 'BUYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER'.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(ix) 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.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar Product/ systems or subsystems 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 project was performed by the BIDDER to any other Ministry/Department of the 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 'BUYER', if the contract has already been concluded.

8. Independent Monitors

8.1 The 'BUYER' shall appoint Independent Monitors (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 perform 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 BUYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER, 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 project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER 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 BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER 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 BUYER

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 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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 Hyderabad on _____

BUYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

The District Cooperative Central Bank Ltd

MAHABUBNAGAR

Witness

Witness

1. _____

1. _____

2. _____

2. _____