



**Request for Proposal (RFP) for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi**

**09/08/2024**

**PUNJAB NATIONAL BANK**

**Centralized Procurement & Partnership Division**

Head Office, 5, Sansad Marg,

New Delhi - 110 001

Tel: (011) – 23724596

## Invitation for Request for Proposal (RFP)

Punjab National Bank invites technically complete and commercially competitive proposal from reputed vendors for supply, Installation, commissioning of UPS System at NDC Dwarka and DC, HO: ITD:5, Sansad Marg Building.

The details of requirement in RFP is as under:

1. 2 (Two) nos of modular UPS units (capacity 150KVA) having minimum 97% efficiency along with isolation transformers and li-Ion battery backup of 30 minutes on full load (on each UPS), for additional UPS power load required for proposed 20 server racks at NDC, 2<sup>nd</sup> Floor, Dwarka building.
2. Replacement of existing UPS (2X250 KVA of M/s Vertiv Make) with reputed make Modular UPS of capacity 2x300 KVA having efficiency >95% along with isolation transformers with Lithium ion Batteries backup of 15 minutes on full load (on each UPS) at UPS Room at 3<sup>rd</sup> Floor of PNB 5, Sansad Marg. On Successful Commissioning of 2X300 KVA UPS Sets, **the existing UPS of capacity 2X250 KVA UPS along with 136 number of 100 AH SMF batteries** installed at PNB HO: 5, Sansad Marg Building shall be disposed under buy back arrangement under scope of this tender.

All the documents and process related information may be downloaded from the GEM Portal ([www.gem.gov.in](http://www.gem.gov.in)).

## Common Terms of Reference / Definition

### ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	UPS	Uninterrupted Power Supply
3.	BFSI	Banking, Financial Services and Insurance
4.	BG	Bank Guarantee
5.	EMD	Earnest Money Deposit
6.	OEM	Original Equipment Manufacturer
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	LD	Liquidated Damage
10.	MSE	Micro and Small Enterprises
11.	DC	Data Centre
12.	DR Site (DRS)	Disaster Recovery Site
13.	NDR	Nearby Data Centre
14.	LAN	Local Area Network

15.	PBG	Performance Bank Guarantee
16.	PO	Purchase Order
17.	PSU	Public Sector Undertaking
18.	RFP	Request For Proposal
19.	SLA	Service Level Agreement

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## **1 PART – A – GENERAL TERMS AND CONDITIONS**

### **1.1 Introduction**

Punjab National Bank is one of the leading Nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 129 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,900 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle offices controlling these branches/ ATMs besides specialized service branches, DC, NDC, DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

For further details, Bidder may visit Bank's website [www.pnbindia.in](http://www.pnbindia.in)

### **1.2 Language of the Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English.

### **1.3 Board Resolution Copy With Authorization Letter/ Power of Attorney**

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with full signature and initials duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted AND in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney preferably in original (from authorized person executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the bid documents, execute contract/agreements with the Bank on behalf of the company.

This is to be submitted for all the Bidder(s) and OEM(s) involved.

In case the OEM is unable to submit the above document, Letter of Authorization as per **Annexure-20** issued by the Competent Authority of the Company is to be submitted.

None of the above documents shall be required from the OEM in case the RFP documents related to the OEM are signed by the Director of the company.

### **1.4 Performance Bank Guarantee**

The successful bidder shall submit a performance Bank guarantee component wise of amount and validity as under:

#### **For Warranty period**

<b>Component</b>	<b>PBG Amount</b>	<b>Validity</b>
UPS	5% of UPS cost	60 months
Isolation Transformer	5% of Isolation Transformer cost	60 months
Li-ion Battery Backup	5% of Li-ion Battery Backup cost	120 months

**For AMC Period**

<b>Component</b>	<b>PBG Amount</b>	<b>Validity</b>
UPS	5% of UPS AMC cost for 5 year	60 months
Isolation Transformer	5% of Isolation Transformer AMC cost for 5 year	60 months

PBG should have validity as mentioned in above table with a claim period of additional 6 months.

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- I. The successful bidder will have to submit Performance Bank Guarantee with amount and validity as per the above table with claim period of another 6 months within one month of acceptance of purchase order.
- II. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- III. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
- IV. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
- V. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
- VI. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- VII. In case the contract is getting extended, the successful bidder shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

VIII. No interest on PBG will be paid by Bank.

### 1.5 Bid Earnest Money

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 8,97,494 /- (Rupees Eight Lacs Ninety Seven Thousand Four Hundred and Ninety Four )** (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, Centralized Procurement & Partnership Division, New Delhi and filling all the details as per specified Annexure-10. The BG should have a validity of at least 6 months from the date of submission of the bid with claim period of another 3 months. The BG/ details of EMD should be submitted at the time of bid submission.

For seeking EMD exemption as MSE bidder, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service.

In case of unsuccessful bidder, EMD will be returned within 30 (thirty) days of notice of award of contract and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

#### Details for online payment:

**IFSC:** PUNB0015300

**Bank & Branch:** Punjab National Bank, Sansad Marg, New Delhi -110001

**Account No.** 0153002100572949 (16 digits) ITD E-Procurement EMD

(Proof of the transaction to be submitted along with the bid documents).

### 1.6 Modification and /OR withdrawal of Bids

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bids without forfeiture of Bid Security/ EMD, provided these are received, up to the last date and time of receipt of the tender. Any such request received after the prescribed last date and time of receipt of tenders shall not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

### 1.7 Contacting the Bank

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort

on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

### **1.8 Revelation of Prices**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid which is to be submitted online only through GeM portal. Failure to do so will make the bid liable to be rejected.

### **1.9 Terms and Conditions of the Bidding firms**

The bidder must accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

### **1.10 Local Conditions**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

### **1.11 Terms and Conditions**

#### **1.11.1 Bank's Right to Accept or Reject any Bid or all Bids.**

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank 's action. The Bank reserves the right to accept or reject any technology proposed by any bidder.

#### **1.11.2 Opening of Bids**

The date, time and location of bid opening is as published on GeM portal. Bidders need to check the details on GeM portal for any change in Date/time of bid opening.

#### **1.11.3 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted with documents duly signed & stamped by the authorized signatory. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

#### **1.11.4 Authentication of Erasures/ Overwriting etc.**

Any inter-lineation, erasures or overwriting shall not be valid, and it will lead to rejection of bid without quoting any reason.

#### **1.11.5 Bid Currency**

Prices shall be expressed in Indian Rupees only.

### **1.11.6 Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank**

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-verse. In case of change of name of the new entity, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract. Bidder should provide support for the amalgamation/merger/ acquisition activity as desired by the bank, at no extra cost.

### **1.12 Additional Terms and Conditions**

Following additional terms and conditions shall apply to the evaluation process:

#### **1.12.1 Procurement through Local Suppliers (Make in India)**

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 and further revisions, if any. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017 and further revisions.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content. Latest Govt. guidelines in this regard shall prevail.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

#### **1.12.2 Purchase Preference to MSE**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

#### **1.12.3 Contacting Bank or Putting Outside Influence**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort

on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

#### **1.12.4 Cancellation of Bid/ Bidding Process**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject any/all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

#### **1.12.5 Land Border Clause**

Any bidder (including their subcontractor, if any), OEM, OSD 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. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

#### **1.12.6 Recognition of Prior Learning**

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.

#### **1.12.7 Indemnity**

- I. Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.
- II. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides,

at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

- III. Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.
- IV. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
- V. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
  - a. Obtain for the Bank the right to continue to use the Licensed Material.
  - b. Replace or modify the Licensed Material so that it becomes non-infringing.
  - c. If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.
- VI. The terms of this clause shall survive the termination of this Agreement.

#### **1.12.8 Indemnification Process:**

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor.

In the event of Bidder/ Vendor does not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

**1.12.9 IP Infringement Indemnity:**

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

**1.12.10 Incidental Services**

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

- I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
- II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
- III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

**1.12.11 Patent Rights**

The supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- I. The supplier shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- II. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party

resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.

- III. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- IV. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

#### **1.12.12 Disputes Resolution / Arbitration**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge / dispute including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Vendor shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

#### **1.12.13 Non-Solicitation**

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) 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 contract 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.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

#### **1.12.14 Termination of Contract**

1. Bank shall have the right to terminate the Contract Agreement, at any time during the Contract period, after giving 30 day's advance notice including 15 days cure period to the Vendor for reasons, including but not limited to the following:

- a. Non-capable resources or non-initiation of services within 7 days of order Agreement;
- b. Delay in execution of order placed by the Bank
- c. Discrepancies / deviations in the agreed processes and/or products;
- d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement;
- e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement;
- f. Change in Bank Policy;
- g. Unsatisfactory services/poor quality of product/services;
- h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.

2. Notwithstanding anything contained in this Contract Agreement, Bank shall be at the liberty to terminate this Contract Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.

3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.

5. In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.

6. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.

7. Upon expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

#### **1.12.15 Privacy & Security Safeguards**

The Bidder shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or

implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded). The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

#### **1.12.16 Business Continuity Plan**

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

#### **1.12.17 Data Protection**

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000 and shall comply with all applicable privacy and data protection provisions and applicable laws / future laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

#### **1.12.18 Conflict of Interest**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

**1.12.19 Use of Name/Logo of the Bank**

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any Bank's employee or agent, without bank's prior, written, express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this RFP and shall entitle the bank to take appropriate actions as available to it in law and this document.

**1.12.20 Entire Agreement**

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

**1.12.21 Non-Exclusivity**

Notwithstanding anything contained in the present document, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of contract.

**1.12.22 Notices and Other Communications**

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

**1.12.23 Audit**

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from

such inspection, which will be subject to the requirements of statutory and regulatory authorities.

Bank can conduct any third-party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these audit. Bank will incur the cost of appointment of a third-party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.

Vendor shall allow the bank, its authorized personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

Vendor recognizes the right of Government of India (GOI), Reserve Bank of India (RBI) and / or any regulatory authority to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a bank and its books and account by one or more of its officers or employees or other persons.

The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the bank in this regard.

#### **1.12.24 Intellectual Property Rights**

- a. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
- b. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank

grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

- c. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
- d. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

#### **1.12.25 Confidential Information**

- I. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
- II. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received

in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- III. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
- IV. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
- V. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
- VI. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.
- VII. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor

shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

- VIII. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.
- IX. An Information shall not be considered confidential to the extent and only to the extent, such information is:
- a. already known to the receiving party free of any restriction at the time it is obtained from the other party.
  - b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
  - c. is or becomes publicly available through no wrongful act of the other party.
  - d. is independently developed by one party without reference to any Confidential information of the other.
  - e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
- X. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- XI. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

#### **1.12.26 Non-Disclosure Agreement**

By virtue of Contract, as and when it is entered into between the Bank and the vendor, and its implementation thereof, the vendor may have access to the confidential information and data of the Bank and its customers. The vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data including but not limited to the following: -

- I. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- II. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor and will cooperate in all manner in seeking injunctive relieve against any such person.
- III. That if the vendor hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- IV. That the vendor will strictly maintain the secrecy of Bank's data.
- V. The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.
- VI. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
- VII. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- VIII. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in

law or under this Agreement against the Vendor as the case may be. Vendor agrees to indemnify the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

#### **1.12.27 Cancellation of Purchase Order**

After issuance of purchase order to the successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- I. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
- II. Non submission of performance Bank guarantee within within one month of acceptance of purchase order
- III. Non signing of contract within the time specified by Bank.
- IV. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

#### **1.12.28 Force Majeure**

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.

#### **1.12.29 Not Acceptance/ Non-Execution of Order**

In case the bidder shortlisted through this RFP process (~~hereinafter~~ called "successful bidder") refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the PO and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

#### **1.12.30 Liquidated Damages and Penalty**

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

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**Liquidated damages for non-delivery/ non-implementation within the prescribed time by the Bank in the RFP, shall be applicable as per the penalty clause Penalty (4.7).**

If the Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the Bidder after imposing Penalty on Bidder.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA/RFP violation will attract penalties.

**1.12.31 Limitation of Liability**

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

- a. Liability of Vendor for third party claims for IP Infringement.
- b. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
- c. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
- d. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.

- e. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
- f. Breach of the confidentiality.
- g. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
- h. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
- i. Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

## **2 Bidding Document**

The Bidder is expected to examine all instructions, forms, terms and conditions 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 Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **2.1 Late Bid**

Any bid received by the Bank after the deadline for submission of bid will not be accepted.

### **2.2 Pre-Bid Meeting & Pre-Bid Queries**

Bidders/OEMs are required to submit pre-bid queries, through GeM portal within the timeline as stipulated by GeM. In case any bidder/OEM is unable to submit the queries through GeM at [buycon429.pnb.dl@gembuyer.in](mailto:buycon429.pnb.dl@gembuyer.in) , [anuj.gupta@pnb.co.in](mailto:anuj.gupta@pnb.co.in) and [saikrishna@pnb.co.in](mailto:saikrishna@pnb.co.in) mentioning the GeM Bid number and in the following format in excel file only atleast one day before the date of pre-bid meeting:

<b>Sr. No.</b>	<b>RFP No.</b>	<b>Page</b>	<b>RFP Clause Name &amp; No.</b>	<b>RFP Clause</b>	<b>Bidder's Query/Suggestion/Remarks</b>

**Queries should be in excel file in the specified format only. Queries received in any other format shall not be accepted.**

Bidders/OEMs interested to attend the pre-Bid meet should send their authorization letter from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. **Only those Bidders/ OEMs whose queries and authorization letter have been received at least one working day prior to the Pre-Bid meeting date may attend the pre-bid interaction.**

All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting. No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card will not be accepted).

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last minute issues.

After publishing replies of pre bid queries/Corrigendum, bidders will be allowed four working days from the date of publishing of replies of pre bid queries/Corrigendum to raise any relevant query to the Bank. No further queries may be entertained from bidders by the Bank.

### **2.3 Contact to Bidders**

Interested Bidders are requested to send their queries and representations, if any, related to the said tender, only on the below mentioned email IDs:

1. [buycon429.pnbp.dl@gembuyer.in](mailto:buycon429.pnbp.dl@gembuyer.in)
2. [anuj.gupta@pnb.co.in](mailto:anuj.gupta@pnb.co.in)
3. [saikrishna@pnb.co.in](mailto:saikrishna@pnb.co.in)

or the officials may be contacted on the following Contact Number: 011-23724596 from 10AM - 5PM on Bank's working days

Alternatively, any correspondence in writing maybe also be sent to the following address:

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

The communication sent should contain the containing following information of the Bidder, so that in case of any clarification the same may be share with them:

- (a). Name of Bidder
- (b). Contact person
- (c). Mailing address with Pin Code,

- (d). Contact Number.  
(e). e-mail etc.

Bidders shall contact/correspond/communicate only on the aforementioned contact details and any communication received on any other email-id/address and /or through any other mode/medium other than the one mentioned above, will not be attended.

#### **2.4 Consideration of Abnormally Low Bids**

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

#### **2.5 Preliminary Examination**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Bids that do not meet the basic requirements specified in the RFP document shall be liable for rejection by the Bank. Some important points on the basis of which a bid may be declared as unresponsive and be rejected during the initial scrutiny are:

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the RFP document;
2. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption;
3. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in Delhi
4. The bidder is not eligible to participate in the bid as per laid down eligibility criteria
5. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;
6. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.
7. Conditional Bid submitted by the bidder shall be summarily rejected.

#### **2.6 Acceptance of order (order placement)**

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a

right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

## **2.7 Taxes and Duties**

It will be the responsibility of the successful bidder to provide clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

## **2.8 Information Security**

The successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the successful bidder.

## **2.9 Signing of Pre-Contract Integrity Pact**

The bidder should submit Original Executed Integrity Pact (completely filled and without deviation) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid along with the technical bid. The Integrity Pact must be executed on Non-Judicial stamp paper of appropriate value as applicable in Delhi and must be signed by the party(ies) in presence of two witnesses.

The Performa of Integrity Pact is as per Annexure-9.

## **2.10 No Right to Set Off**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payment receivable under and in accordance with that business.

## **2.11 Publicity**

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

## **2.12 Compliance with Laws**

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labour Laws, Anti-Bribery Laws and all other applicable laws.

## **2.13 Use of Contract Documents and Information**

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

## **2.14 Contract Between Bank and the Successful Bidder**

The successful bidder shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

## **2.15 Principal to Principal Relationship**

- I. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.
- II. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
- III. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
- IV. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
- V. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- VI. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.

VII. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable. The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

### **2.16 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **2.17 Adherence to the Cyber Security Policy**

- I. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
- II. The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.
- III. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
- IV. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
- V. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
- VI. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be in accordance with Bank's policy.

- VII. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.
- VIII. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

### **2.18 Option Clause (Variation of Quantities at the Time of Award & During Contract Period)**

The Bank reserves the right to increase/decrease the ordered quantity by up to 25% of the contracted quantity at the time of award and during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2.19 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 3 PART – B – BID SPECIFIC CLAUSES

The purpose of this RFP is to invite technically complete and commercially competitive proposals from reputed OEMs or their authorized vendors for supply, Installation, commissioning of UPS System at NDC Dwarka and DC, HO: ITD:5, Sansad Marg Building.

The details of requirement in RFP is as under:

1. 2 (Two) nos of modular UPS units (capacity 150KVA) having minimum 97% efficiency along with isolation transformers and li-Ion battery backup of 30 minutes on full load (on each UPS), for additional UPS power load required for proposed 20 server racks at NDC, 2<sup>nd</sup> Floor, Dwarka building.
2. Replacement of existing UPS (2X250 KVA of M/s Vertiv Make) with reputed make Modular UPS of capacity 2x300 KVA having efficiency >95% along with isolation transformers with Lithium ion Batteries backup of 15 minutes on full load (on each UPS) at UPS Room at 3<sup>rd</sup> Floor of PNB 5, Sansad Marg. On Successful Commissioning of 2X300 KVA UPS Sets, **the existing UPS of capacity 2X250 KVA UPS along with 136 number of 100 AH SMF batteries** installed at PNB HO: 5, Sansad Marg Building shall be disposed under buy back arrangement under scope of this tender.

#### 3.1 Scope of Work

- I. To supply, install, test, configure, commission of the UPS Systems at Punjab National Bank Head Office, NDC, Dwarka, New Delhi- 110075 and HO: 5, Sansad Marg, New Delhi - 110001.
- II. Bidders are required to quote as mentioned in Technical Specification, without which Bank reserve the right to reject the technical bid being technically non-compliant.
- III. The bidder will supply the equipment as per specifications and functionality approved by the bank. The bidder will pass on to the bank, the benefit of discounts if any announced during period in respect of order placed. The bidder will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank
- IV. To specify the various infrastructure requirements (cooling) which has to be provided for commissioning and smooth functioning of the equipment.
- V. Bidders are required to provide 24x7 supports with 2 hours response time and rectification fault within 4 hours from the time of lodgement of complaint through any mode of communication. In no case UPS can be down for more than 4 hours at a stretch.

- VI. Bidder/OEM should undertake to provide service support to equipment and arrange for spare parts for a minimum period of 10 years from the date of installation. Preventive Maintenance should be providing on quarterly basis without any extra cost to Bank. The bidder should undertake to guarantee minimum uptime of 99.9% and should execute service level agreement for the same.
- VII. Disconnection, Dismantle, Removal and shifting of existing UPS and Batteries from 3rd floor of HO: ITD building shall be under the scope of Bidder. No extra rate will be paid on this account.
- VIII. Successful bidder will dispose off UPS and batteries as per Government e-waste policy and submit a green certificate issued by Central/State Pollution Control Board to this effect to bank within 30 days of lifting of old UPS and batteries from respective locations. The final payment shall be done after receipt of green certificate as stated above.
- IX. Complete energization of UPS shall be done in a phase manner without disruption of Data Centre function as per schedule fixed by Bank.

### **3.2 Technical Specification**

Compliance of Technical specification as per **Annexure 17** is to be submitted on OEM's letter head and duly signed by both OEM and bidder's authorised signatory.

### **3.3 Signing of Contract**

The successful bidder shall provide acceptance of the Purchase Order within 7 working days of the award of Purchase Order by the Bank. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with the Bank, within 30 working days of the award of the Purchase Order or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), Bank reserves the right to forfeit the Earnest Money Deposit (EMD), blacklist/debar/ban the said successful bidder after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: working days refers to Bank's working days.

### 3.4 DURATION OF CONTRACT

The contract will be valid from the date of signing of agreement with the Bank till the warranty of the products as mentioned in this RFP document.

Bidder will provide 5 year warranty for UPS with further 5 years AMC and 10 year warranty for batteries. OEM will provide back to back support to bidder for entire contract period.

Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

### 3.5 Delivery and Installation

All UPSs system should be delivered within 14 weeks from the date of the purchase order. The installation, commissioning, configuration, and testing should be completed within 4 weeks' time schedule after delivery of complete UPS system. The Complete work (Supply, installation, testing and commissioning) to be done and handed over to bank for put to use within 5 months' time from date of Purchase Order.

The date on which the complete system is delivered will be taken as the date of delivery of all items of Bill of Materials / Bill of quantity. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

### 3.6 Payment

Payment will be made as under: -

- 75% against delivery of all equipment mentioned in Commercial bid.
- Balance 25% & Installation charges on completion of installation and commissioning of UPS System and receipt of e-waste dispose off green certificate for buyback UPS and batteries

S.No	Item	Delivery	Installation
1	Supply of UPS for NDC Dwarka of capacity 150 KVA with Gigabit speed SNMP & Modbus Combo card, Environment Monitoring probe, Static & Manual Bypass Inbuilt and as per detailed specifications.	75%	25%
2	Installation, testing and commissioning charge of UPS Units at NDC Dwarka	0%	100%
3	Supply of Lithium ion battery with 30 minutes backup on full load at Unit power factor with UPS Frame at 150 KVA load at Dwarka	75%	25%
4	Installation, Testing and Commissioning of Lithium ion battery at Dwarka	0%	100%

5	Supply of Isolation Transformer 190-200 KVA isolation Transformer at input of UPS, Copper Winding, H Insulation Class, Three Phase, Delta- Star Type, Neutral Solidly earthed, with IP20(or higher enclosure), with input MCCB, top & bottom cable entry options as per site requirements at Dwarka	75%	25%
6	Installation, Testing and Commissioning Charges of Isolation Transformer at Dwarka	0%	100%
7	Supply of UPS for ITD Sansad Marg for capacity 300 KVA with Gigabit speed SNMP & Modbus Combo card, Environment Monitoring probe, Static & Manual Bypass Inbuilt and as per detailed specifications.	75%	25%
8	Installation, testing and commissioning charge for UPS Unit at 3 <sup>RD</sup> FLOOR , ITD Sansad Marg	0%	100%
9	Supply of Lithium ion battery with 15 minutes backup on full load at Unit power factor with UPS Frame at 300 KVA load for ITD Sansad Marg	75%	25%
10	Installation, Testing and Commissioning charges of Lithium ion battery for ITD Sansad Marg	0%	100%
11	Supply of Isolation Transformer 375-400 KVA isolation Transformer at input of UPS, Copper Winding, H Insulation Class, Three Phase, Delta- Star Type, Neutral Solidly earthed, with IP20(or higher enclosure), with input MCCB, top & bottom cable entry options as per site requirements at ITD Sansad Marg	75%	25%
12	Installation, Testing and Commissioning Charges of Isolation Transformer at ITD Sansad Marg	0%	100%

### **Payment of AMC**

Bidder has to quote Annual Maintenance Contract, AMC, within 4% to 7% of the Hardware Cost in the Table 2 of Annexure19-Performa of the Commercial Bid.

Payment of AMC will be released on quarterly basis in arrears on receipt of Preventive Maintenance Report.

Further, all above payments will be released only after submission of PBG, NDA and SLA by Successful Bidder and receipt of relevant documents including but not limited to successful commissioning report, delivery challan, test certificates and original undisputed invoices.

The invoice of procured item must not be having appropriation of buyback prices.

The invoice for buyback item will be generated by bank on submission/deposit of quoted buyback amount by the successful bidder at appropriate stage.

### **3.7 Penalty**

- i The equipment are to be delivered within stipulated time from the date of order.

- ii For this purpose, delivery means: -  
Delivery means delivery of all the ordered equipment's i.e. UPS, Isolation transformer, Batteries including power cables, racks/stand at the site.

Liquidated Damages at the rate of 0.5% of order amount per week or part thereof, maximum 10% of Contract Value will be charged for late delivery or installation/commissioning. For this purpose, the period will commence from the date of order (Less delivery period) up to the date of last items delivered.

- iii The Bank reserve the right to cancel the order in case complete delivery is not affected within the stipulated time. On such cancellation vendor has to pay the 10% of order amount as damages. This amount will be recovered from EMD or PBG or any amount due under any contract with the Bank. In case no amount is due under any contract to vendor then vendor has to pay the amount within 10 days on receiving such demand from Bank. Bank reserve the right to seek legal remedy.
- iv **PENALTY IN CASE OF FAILURE OF UPS SYSTEM DURING TESTING-** In case during testing UPS system fails to meet specification this shall attract penalty ranging up to the cost of UPS system plus 50% of order amount as damages.
- v **Penalty due to Downtime (during warranty)**

Penalty will be deducted for partial or complete downtime of the UPS system (hardware or software failure) as below per instance during warranty period.

<b>Uptime (U)</b>	<b>Penalty (per instance )</b>
U >=99.90	No Penalty
99.50>=U< 99.90	<b>0.5 % of respective UPS Cost including Battery</b>
99.00>=U< 99.50	<b>1 % of respective UPS Cost including Battery</b>
98.50>=U< 99.00	<b>1.5 % of respective UPS Cost including Battery</b>
98.00>=U< 98.50	<b>2 % of respective UPS Cost including Battery</b>
And so on	For every <b>0.5 %</b> drop in the Uptime, Penalty @ <b>1%</b> of <b>respective UPS Cost including Battery</b>
Max. Limit	<b>5%</b> of <b>respective UPS Cost including Battery</b>

- i **Penalty due to Downtime (during AMC period)**

After completion of warranty period, Penalty will be deducted for partial or complete downtime of the UPS system (hardware or software failure) as per above mentioned table per instance during AMC period but the cost will be calculated on total contract value of AMC.

**Other Commercial terms and condition:**

- I. Bank or its authorised representative may inspect/test the equipment at vendors manufacturing facilities/installation in order to ascertain that it conforms to stipulated specifications. To and Fro travel expenses from New Delhi to manufacture facilities/installation shall be under scope of UPS Supplier. Boarding and lodging facilities shall be provided by UPS Supplier to Bank or its authorised representative during inspection.
- II. Price quoted for UPS & Batteries should be inclusive of all charges, Taxes, duties, Statuary levies etc. No other charges are payable by the Bank on any account. In case of any increase in any existing tax components or introduction of new taxes, it will be on account of supplier only. Road permit shall be arranged by vendor wherever applicable bank may only give assistance by signing related documents/ forms etc.
- III. Vendor shall ensure that UPS units supplied to the Bank are exactly as per specifications indicated in order /vendor"s quotations and they shall be fully responsible for these in case of any dispute arising at any stage.
- IV. Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any disputes/claims from anybody for having used/using patented designs in their hardware. Any patented design used in UPS equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the vendor to manufacture the patented designs shall be given to the Bank.
- V. Vendor shall arrange for training/familiarization program for site personnel responsible for use of UPS. Vendor shall supply a copy of operation & maintenance manual to Information Technology Division, Punjab National Bank. Vendor would include in above-mentioned manual and block schematic diagram of the UPS system, detailed electrical circuit diagram/wiring details along with the detailed list of components etc.
- VI. The vendor shall furnish Indemnity bond for providing adequate maintenance/service support for their UPS during both warranty and post warranty periods (of minimum 10 years) failing which bank shall have the right to proceed against the vendor for damage legally or otherwise. Vendor would provide substitute UPS equipment if UPS installed in the Bank's office, center is to be taken to their workshop for any repairs etc. Vendor would provide substitute UPS equipment if UPS installed in the Bank's office, centre is to be taken to their workshop for any repairs etc.
- VII. The UPS, Transformer and batteries supplied shall be under a comprehensive warranty of 60 months and 120 months respectively from the date of success installation and commission in the banks office. During the period of warranty and AMC the vendor shall in addition to attending to calls for repairs/maintenance, conduct preventive maintenance at least once in quarter and no charges shall be payable for such UPS/battery maintenance, including parts replaced or requiring replacement. Vendors shall also furnish a separate guarantee card issued by battery manufacturers for set of battery supplied by them. It shall be responsibility of vendor to get the faulty battery replaced, during replacement period vendor has to arrange for standby batteries to the Bank's requirement.

- VIII. After the expiry of warranty period, the bank may, at its discretion, enter into all-inclusive annual maintenance contracts with the successful bidder for maintenance service and repairs/replacement of UPS/batteries and the successful bidder has to mandatorily enter into the Annual Maintenance Contract for five years post warranty on the AMC percentage arrived as stated in the Commercial Evaluation method in this RFP .The AMC percentage shall be quoted by bidder as per Commercial Format (Annexure-19)

**Scope of Work under Warranty/AMC:**

- a. Attending to all calls for repairing of UPS.
- b. Attending preventive maintenance once in a quarter as per the technical specification prescribed and finalized for UPS, isolation transformer and batteries.
- c. External and internal cleaning of UPS.
- d. External cleaning of all Batteries.
- e. Checking and tightening of terminals, connection of UPS and batteries. Defective components are to be replaced.
- f. Testing recoding and submitting all readings as per technical parameters defined in the tender document or which are essential for increasing the life of the UPS and Batteries.
- g. Replacement of any defective components or parts which are not repairable.
- h. To carry all components and equipment's which are essential for attending schedule maintenance as well as breakdown calls.
- i. All break down calls to be attended to within a response time of 2 hrs (24x7) from lodging the complaint.
- j. Rectification time shall be 4Hrs from lodging the complaints.

**AMC payment:** Payment of AMC will be released on quarterly basis in arrears on receipt of Preventive Maintenance Report.

**RECOVER OF PENALTY:****During warranty Period:**

Amount of penalty will be recovered from the successful bidder, on demand from Bank. The successful bidder undertakes to pay the penalty amount as prescribed by the Bank. Amount of penalty as per above clauses will be recovered/adjusted while making any payment. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.

Bank is entitled to withhold (deduct) the penalty from the invoice amount or any other amount, which is due to the successful bidder from the contract. In case no payment is due to the successful bidder/supplier, Bank may invoke the PBG to recover the penalty.

Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. Bank, at its sole

discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

### **3.8 INSURANCE**

The products to be supplied under the contract period shall be fully insured till installation of the system or up to 30 days after the delivery of the system, by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the successful bidder.

### **3.9 SUPPORT**

The products supplied through this rate contract should be covered under comprehensive BACK-TO-BACK support from the OEM.

Support should cover the following:

- a) All updates, upgrades & maintenance patches/bug fixes (available from the OEM) for the products supplied.
- b) The successful bidder shall deploy their resources at Bank's DC, DR and Head Office, if requested by the Bank, for re-installation of the products procured through this RFP.
- c) The successful bidder should assign dedicated contact number and escalation matrix of project work team and Maintenance team to the Bank for 24x7 troubleshooting.

Providing of all deliverables under the contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from the OEM.

### **3.10 SERVICE LEVEL AGREEMENT**

The successful bidder will also have to enter into a Service level agreement as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The non-delivery of any services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The engineers/representative deployed by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

### **3.11 Sub-Contracting**

Subcontracting is not allowed under this RFP, Bank will only deal with the bidding Bidder, who will be responsible for delivery of all products/services. The bidder will be fully responsible to Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per, end-to-end delivery of services and will be a single point of contact.

### **3.12 Eligibility Criteria**

The eligibility criteria to participate in bidding process are as per Annexure 2. Only those bidders, who satisfy all the eligibility criteria, may respond. Document in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

The details of the eligibility criteria are as per Annexure 2.

### **3.13 Bid Submission Process**

#### **3.13.1 Documents for Technical Bid**

1. Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the bank through the GEM Portal. The document checklist is provided under the Annexure Checklist.

#### **3.13.2 Documents for Commercial Bid**

The bidder shall submit the commercial bid as per the BOQ format provided in RFP document.

The Commercial Offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

### **3.14 Bid Evaluation and Award Criteria**

#### **First Stage: Technical Evaluation**

The bank will evaluate the bidders based on:

1. **Whether EMD and Integrity Pact have been submitted**

First of all, the EMD and Integrity Pact of all bidders will be verified. **If the EMD and Integrity Pact are not found in order, the bid shall be liable for rejection.**

2. **Compliance to Eligibility criteria**

The technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

**3. Compliance to terms and conditions of the RFP, corrigendum (if any)**

- a. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- b. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.
- c. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- d. During evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. In case the OEM is participating in the bid directly, the bids of its authorised partners will not be considered.

- e. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.

### **Second Stage: Commercial Evaluation**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who comply with all the eligibility criteria and qualify in the Technical Evaluation.

1. The commercial bids shall be opened on GeM portal.
2. Bidder should not upload any information regarding the Commercial Bid as part of the Technical Bid.
3. The bidders will be required to quote for all the items required by the Bank.
4. If there is any discrepancy between words and figures, the amount in the words will prevail, if applicable
5. The base price and decremental value for Reverse Auction shall be as per GeM norms.
6. The L1 bidder has to compulsorily submit the quotes before and after reverse auction in the commercial bid format as per Annexure 19– Performa of the Commercial Bid. Bidder have to submit price breakup after reverse auction on pro-rata basis to quotes submitted before reverse auction.
7. TCO, L1 and Reverse Auction shall be conducted/derived as per Table A only. Bidder to quote total price of Table A only on GeM portal. However, price breakup document to be submitted for both the tables.

Prices quoted in Table B are optional and shall not be considered for L1 determination. However successful bidder shall have to accept the least quoted AMC in Table B among all the bidders.

8. The L-1 price and L-1 successful bidder for the contract will be decided on the basis of least total cost derived after conducting reverse auction through GeM portal.
9. Bank reserves the right to negotiate with the L1 Bidder. In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

#### **4 PART C – ANNEXURES**

##### **Annexure 1 – Undertaking from the Bidder**

(To be submitted on company letterhead)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir

**Reg: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We submit our Bid Documents herewith.

We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

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

**Place:** \_\_\_\_\_

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

## **Annexure 2 – Eligibility Criteria of the Bidder**

(To be submitted on Bidder Letter Head)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP for Procurement of New UPS units at NDC Dwarka and ITD, 5 Sansad Marg.

<b>Sr. No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>SUPPORTING DOCUMENTS TO BE SUBMITTED</b>	<b>COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)</b>
1.	The bidder should be registered as a company in India as per Company Act 1956 or 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the Bid Submission date of RFP.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order No. P-45021/2/2017- PP(BE-II) dated 16-09-2020 by DPIIT(Public Procurement Section), Ministry of Commerce and Industry, Govt. of India or any subsequent guidelines issued regarding the same from time to time.	Self Certificate to be provided by bidder for complete solution and from OEM for their respective products giving the percentage of local content of the product(s) offered and the details of the location(s) at which the local value addition is made.	
3.	The bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/	Letter of confirmation on Bidder company's letter head (self-certified letter).	

Sr. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
	LLPs having common partners have not participated in the bid process.		
4.	The bidder should be either Original Equipment Manufacturer (OEM) of UPS or their authorized representative in India. In case both OEM and its authorized representative bid for the captioned tender, both will be rejected by the Bank.	In case of authorized representative, a letter of authorization from each OEM (UPS and Battery) as per Annexure-14(A).  If bidder is itself the OEM of UPS, then UPS OEM to submit the Undertaking as per Annexure-14(B) And MAF on Annexure 14 A from OEM of battery.	
5.	The Bidder should have an average turnover of <b>INR 2 Crores (Rupees Two crores )</b> or above for the last three financial years i.e. FY2020-21, FY2021-22 and FY2022-23.  For MSE/Startup bidders, the criteria is:  The Bidder should have an average turnover of <b>INR 1 Crores (Rupees One Crores)</b> or above for the last three financial years i.e. FY2020-21, FY2021-22 and FY2022-23.	Provide CA Certificate as per <b>Annexure-8</b>  The CA certificate provided in this regard should be without any riders or qualification.	
6.	The bidder should have positive net worth during each of the financial years FY2020-21, FY2021-22 and FY2022-23.		
7.	The OEM should have an average turnover of <b>INR 2 Crores (Rupees Two Crores )</b> or above for the last three financial years i.e.	Provide CA Certificate as per <b>Annexure-8</b>	

Sr. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
	<p>FY2020-21, FY2021-22 and FY2022-23 from their Indian Operations.</p> <p>For MSE/Startup bidders, the criteria is:</p> <p>The OEM should have an average turnover of <b>INR 1 Crores (Rupees One Crores)</b> or above for the last three financial years i.e. FY2020-21, FY2021-22 and FY2022-23 from their Indian Operations.</p>	<p>The CA certificate provided in this regard should be without any riders or qualification.</p>	
8.	<p>The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/State Govt./PSUs/BFSI during last three years as on date of bid submission</p>	<p>Satisfactory Performance Certificate from the Clients. <b>(As per Annexure-5)</b></p> <p>OR</p> <p>Copy of Purchase Order along with Email from the client containing all the required information. <b>(As per Annexure-5)</b></p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation &amp; Mobile no.</p> <p>OR</p> <p>Copy of Purchase Order along with any other proof of execution containing all the information(As mentioned in Annexure 5)</p>	

Sr. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
9.	UPS model quoted by bidder should be tested by any one agencies like ETDC, ERTL, CPRI, DoT, SAMEER, any other NABL accredited/Govt laboratory. Valid test certificate for the proposed model should be submitted with the bid.	Copy of test certificates duly sealed and signed to be submitted.	
10.	Offered UPS product should comply with below standards and codes:  Safety: As per IEC62040-1 or Indian equivalent EMC: As per IEC62040-2 or Indian equivalent  Performance: As per IEC62040-3 or Indian equivalent  CE Declaration of Conformance or Indian equivalent	Copy of certificates duly sealed and signed to be submitted.	
11.	Offered Battery product should comply with below standards and codes:  UL 9540 A, UN38.3, UL 1973, UL1942/ IEC 62619, EMC IEC 61000-6-2 and 61000-6-3 or Indian equivalent	Copy of certificates duly sealed and signed to be submitted.	
12.	The Bidder should not have been blacklisted/debarred/banned at the time of submission of the bid by any Government / Government agency / Banks / Financial Institutions/PSU in India.	Undertaking to be provided as per <b>Annexure-7</b>	
13.	The bidder should not be involved in any litigation which threatens	Certificate is to be provided by the chartered accountant	

Sr. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
	solvency of company as on date of submission of bid.	/statutory auditor, as per <b>Annexure- 6</b>	
14.	Bidder should have support offices/centers in Delhi/NCR Region.	Bidder to provide certificate as per <b>Annexure 16</b>	

**NOTE:**

1. For all eligibility criteria as stated above, the date of RFP is the date on which the RFP is published.
2. In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account.
3. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
4. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
5. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original.
6. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
7. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.
8. All documents pertaining to technical and commercial bids must be counter signed and stamped by the authorized signatory of the bidder.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 3 – Bidder’s Information**

(To be submitted on Company’s Letter Head)

**Reg. : RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

<b>S.No</b>	<b>Information</b>	<b>Particulars / Response</b>
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE (quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: Bank Name:
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP	
10	Specimen signature of authorized signatory	
11	Contact person’s name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person’s details)	
12	Details of Service Support Center in Delhi/NCR	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:

.13	Whether company has been blacklisted for service deficiency in last 3 years as on bid submission date. If yes, details thereof.	
.14	Any pending or past litigation (within three years from the date of bid submission)? If yes, please give details	Yes/No/Comments (if option is 'Yes')

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

## **Annexure 4 – Compliance Statement**

(To be submitted on Company’s Letter Head)

### **Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

#### **DECLARATION**

**Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per RFP.**

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
<b>Terms and Conditions</b>	<p>We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p> <p>We understand &amp; agree that in event of being successful in the bid and being empanelled, we shall comply to the terms &amp; conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.</p>	
<b>Scope of work and/ Technical Specification</b>	<p>We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).</p>	
<b>RFP, Clarifications &amp; subsequent Corrigendum/s, if Any.</b>	<p>We hereby undertake that we have gone through RFP, clarifications &amp; Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p>	

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 5 – Performance Certificate**

(To be provided on letter head of the issuing company)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

This is to certify that M/s \_\_\_\_\_ (Name of supplier) has successfully supplied (PO Reference No ----- dated---), installed and commissioned \_\_\_\_\_no. of UPS \_\_\_\_\_ (OEM – M/s \_\_\_\_\_ & Model No. \_\_\_\_\_) along with \_\_\_\_\_ (No of Li-ion batteries) on \_\_\_\_\_(Date of commissioning). Thereafter, the said products/items are running successfully at ours as on date.

The services provided by the supplier are satisfactory.

The certificate has been issued on the specific request of the company.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Annexure 6 - Litigation Certificate**

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/ Companies Act 2013/ LLP Act, 2008 with its registered office at \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory of CA/Statutory Auditor**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**UDIN No:**

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## **Annexure 7 – Undertaking for Non - Blacklisted**

(To be submitted on Company's Letter Head)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We M/s \_\_\_\_\_, a company incorporated under the Companies act, 1956/ Companies Act 2013/ LLP Act, 2008 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/debarred/banned by any Government / Government agency / Banks / Financial Institutions/PSU in India at the time of submission of Bid.

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

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

**Place:** \_\_\_\_\_

### **Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 8 – Turnover Certificate**  
(To be submitted on CA Letter Head)**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 with its registered office at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for the undernoted Financial years (to be submitted for years as per Eligibility Criteria (ANNEXURE-2) point no. 5,6 and 7).

<b>Financial Year</b>	<b>Turnover (in Rs.)</b>	<b>Net Profit/Loss (in Rs.)</b>	<b>Net Worth (in Rs.)</b>
2020-21			
2021-22			
2022-23			
<b>Average</b>			

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

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

**Note:** Only Bidder Company's / Firm's figures need to be mentioned from its operations in India. (Not to include subsidiary, consortium, affiliate or group entities figures)

**Signature of CA/Statutory Auditor****Name of CA/Statutory Auditor:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:****UDIN No:**

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**Annexure 9 – Performa for Integrity Pact**

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully  
(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

## **INTEGRITY AGREEMENT**

(On Stamp paper of appropriate value)

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part. **AND**

M/s. \_\_\_\_\_ (Name of the bidder) having its registered office at \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced person.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2- Commitments of the Bidder(s) / Contractor(s)**

- I. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s)

commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- II. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3 Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

### **Section 6- Equal treatment of all Bidders/Contractors/Subcontractors**

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

## **Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8- Independent External Monitor**

1. The principal appoints competent and credible Independent External Monitor (IEM) Sh. Madhusudan Prasad (IAS-Retd.), (email ID: mprasad23@gmail.com), (Mob no. 9717585556) and Sh. Ajay Kumar Sharma (IDES-Retd), (email id: aajayced@gmail.com), (Mob no: 9990699002) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM

shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.

5. The Principal 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 Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

### **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD & CEO, PNB.

### **Section 10- Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the" Place of award of work".

2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)  
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Annexure 10 – Performa for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after

Called 'bidder') wish to participate in the said bid for **RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi**. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National Bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

This Bank guarantee shall be valid up to \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

**Name of signatory**  
**Designation**  
**Email ID:**  
**Contact No.**  
**Bank Common Seal**

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**Annexure 11 – Confidentiality-cum-Non Disclosure Agreement**

(on Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, between \_\_\_\_\_ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956/ Companies Act 2013/ LLP Act, 2008 having its Registered Office at \_\_\_\_\_ (herein after called 'Service Provider'), which expression shall, unless repugnant to the context, includes its successors and assigns.

AND

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Corporate Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Centralized Procurement & Partnership Division at 5, Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB'), which expression shall, unless repugnant to the context, includes its successors and assigns..

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness the:-

**1) Proprietary Information:**

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure,

delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

**The Proprietary Information**” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

## **2) Confidential Information:**

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court

or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

### **3) Confidentiality:**

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

### **4) Non-Disclosure of Proprietary and Confidential Information:**

For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

### **5) Limit on Obligations:**

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

**6) Return of Documents:**

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

**7) Communications:**

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

Punjab National Bank, Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

1.....

2.....

M/s \_\_\_\_\_ Attn: \_\_\_\_\_

1.....

2.....

**8) Term:**

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of the agreement dated \_\_\_\_\_. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

### **9) Damages:**

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure..
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

### **10) Arbitration & Governing Law:**

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

VENDOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If VENDOR fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

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

The venue of the arbitration shall be Delhi.

### **11) Permitted Disclosure**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

### **12) Ownership of Information**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

### **13) No Representation**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

### **14) No Assignment**

This Agreement shall not be assigned by either party, or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

### **15) Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

### **16) Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

### **17) Governing Law**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.

### **18) Indemnity**

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

### **19) Modification**

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

### **20) Remedies and Relief:-**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

**21) Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

**22) Miscellaneous**

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. .

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s\_\_\_\_\_

Authorized Signatory

Shri \_\_\_\_\_

Designation\_\_\_\_\_

For Punjab National Bank

Authorized Signatory

Shri \_\_\_\_\_

Designation\_\_\_\_\_

**Annexure 12 – Escalation matrix**

(On company letterhead of bidder and OEM)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We hereby submit the escalation matrix of our organization  
M/s \_\_\_\_\_ ) as following: -

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1	Escalation Level 1				
2	Escalation Level 2				
3	Escalation Level 3				
4	Escalation Level 4				
5	Escalation Level 5				

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Annexure 13 – Undertaking for Labour Law Compliance**

(On company letterhead of bidder)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir

**Req.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We, M/s \_\_\_\_\_ undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Annexure 14(A) - MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)**

(To be provided on the Letter head of each OEM duly signed & stamped by their Authorized Signatory.)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Req.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We hereby submit the following: -

We, M/s \_\_\_\_\_ who are the established and reputable manufacturers of the following products/equipment/components/devices/solution/services (as per table A below) having factories at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (who is the successful bidder submitting its bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

**Table-A**

<b>Sl. No.</b>	<b>Products/Component s/Devices/Solution/E quipment/Services Name</b>	<b>Model No.</b>	<b>Products/Components/Devices/Solut ion/Equipment/Services conforms to all the technical specifications and requirements mentioned in this RFP</b>

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the product/equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. We also hereby undertake to perform the obligations as set out in the RFP in respect of such product/equipment and services.

In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Annexure 14(B) - UNDERTAKING FOR BEING the OEM of the OFFERED Product**  
(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We hereby submit the following:-

We, M/s \_\_\_\_\_ are the OEM of the Product/Item/component (as per Table A) headquartered at \_\_\_\_\_ do hereby offer our quotation against the above bid invitation with our products.

**Table A**

<b>Sl. No.</b>	<b>Products/Component s/Devices/Solution/E quipment/Services Name</b>	<b>Model No.</b>	<b>Products/Components/Devices/Solut ion/Equipment/Services conforms to all the technical specifications and requirements mentioned in this RFP</b>

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the Software/ component/ services/ licenses and services offered against this invitation. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

With reference to all the Software/ component/ services/ licenses used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the Software/ component/ services/ licenses used inside the company products/software shall be original new Software/ component/ services/ licenses only and that no refurbished, duplicate, second hand Software, component/ services, licenses are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

---

**Annexure 15 (A) - Certificate regarding Procurement from a Bidder which shares land border with India**

(To be provided on the Letter head of each OEM duly signed & stamped by their Authorized Signatory.)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ OEM of \_\_\_\_\_ (item), having model No/version no.: \_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s \_\_\_\_\_, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and subsequent amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

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

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

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.**

**Seal of Company:**

**Annexure 15 (B) - Certificate regarding Procurement from a Bidder which shares land border with India**

(To be provided on the Letter head of the Bidder duly signed & stamped by their Authorized Signatory.)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and subsequent amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 16 – Undertaking for having support offices/centers in Delhi/NCR Region**

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We, M/s\_\_\_\_\_ hereby submit the following information regarding our support offices/centers in Delhi/NCR Region.:

We have Support Offices in India at following locations:

Sl. No.	Full Address	Contact Person Name	Designation	Contact Number
1.				
2.				
3.				
4.				
5.				

(Add as many rows as required)

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

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

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:**

### Annexure 17 – Technical Specifications of the Products

(To be submitted in original on letter head of OEM & signed and stamped by OEM and to be countersigned by the bidder)

#### Compliance of Technical Specification of 150 KVA UPS at NDC Dwarka

Sr. No.	Descriptions	Requirement	Compliance (To be confirmed & filled by Bidder /Manufacturer)
<b>Make</b>		UPS Lithium-ion Battery	
<b>1.0</b>	<b>General requirements</b>		
1.1	Type	Microprocessor based PWM technology using IGBTs. Modular & Scalable UPS with hot swappable Power Module of rating of 25KW - 60KW	
1.2	UPS Power rating at load Unity Power factor (UPF)	150 KVA, 3-Phase, 4Wire Input / 3-Phase, 4 Wire Output	
1.4	Application	For DATA CENTER LOAD	
1.5	Acoustic noise level	≤ 75 dB at 1 meter distance	
1.6	Method of energy storage	Electrical – battery back-up	
1.7	Whether transfer switch required for secondary Back-up	Required (Static switches for uninterrupted transfer of loads from inverter to regulated supply)	
1.8	Installation	Indoor, Ventilated.	
1.9	<b>Enclosure</b>		
1.9.1	Material	Cold rolled sheet steel	
1.9.2	Sheet thickness	≥1.2 mm	
1.9.3	Degree of protection as per is-2417	IP-20	
1.9.4	Cable entry	Bottom/Top as per site condition (Bottom cable entry. In case of top cable entry of UPS, the bidder should make necessary arrangement to terminate cable from top without impairing aesthetics of room and UPS.	
<b>2</b>	<b>Physical</b>		
2.1	Operating Temperature	0 to 40 deg C full load without derate	
2.2	Operating Humidity	0 to 95% RH (Non-condensing)	
2.3	Protection Class	IP – 20	
2.4	Type of Cooling	Forced Air	
2.5	Reliability	MTBF greater than 100000 hours	
2.6	Connections - Rectifier Input / Output / Bypass Input / Battery	Inbuilt MCCB / Isolators for Input, Output, Bypass, Maintenance Bypass supplies. In case, Inbuilt MCCB / Isolators are not available then External MCCBs (No Isolator) shall be provided in a separate cabinet, Cabinet shall be placed adjacent to the UPS cabinet. The Cabinet shall have MCCBs for Input, Output, Bypass and Maintenance Bypass supplies. The colour and height of the external MCCB cabinet should be same as of UPS cabinet.	
<b>3</b>	<b>Technology and Capability</b>	a) True Online configuration double conversion UPS with minimum 3-Level Inverter Technology	

		<p>b) Energy Recycle Mode/ Load test features without External load. Testing of the unit without external load for Load simulation.</p> <p>c) Hot Swappable STS &amp; controller Module</p> <p>d) Redundant System with redundant controllers. Each Hot swappable Power module should include its own rectifier, full rated inverter &amp; battery charger, and independent controls</p> <p>e) Each power modules of Modular UPS should have green mode/Sleep Mode kind of features For Energy saving to improve operational efficiency (&gt;96%) on varying &amp; dynamic loading conditions without compromising the redundancy required in the application. During this mode the output of UPS should be Online Double conversion. Switching time of power modules should be less 2msec.</p> <p>f) DSP (Digital Signal Processor) / Microprocessor based control, using IGBT devices and high switching frequency PWM</p> <p>g) Capability of independent or Common battery bank operation of the UPS when operated in Parallel Redundant System.</p> <p>h) DC Fans with variable speed controller according to load and temperature.</p> <p>i) Power Module should be in configured suitably to meet requirement of any failure module in case of breakdown of single module.</p>	
<b>4</b>	<b>UPS Input Supply</b>		
4.1	Input facility - Phases / Wires	3-Phase / 4-Wire & Gnd (R, Y, B - Phases & Neutral + Ground)	
4.2	Nominal Input Voltage	380 / 400 / 415V AC	
4.3	Input Voltage Range	323-477 V (+ 15% of Nominal Input voltage)	
4.4	Nominal Input Frequency	50 / 60 Hz (Auto selectable)	
4.5	Input Frequency Range	40-70 Hz	
4.6	Input Power Factor	≥ 0.99 on Full resistive load	
4.7	Input Current Harmonic Distortion (THDi)	≤ 3% on Full Load (with Mains Vthd less than 1%)	
4.8	Input supply phase sequence mismatch	UPS shall switch over to mains automatically once the phase sequence mismatch is rectified.	
<b>5</b>	<b>UPS Output Supply</b>		
5.1	Nominal Output Voltage	380 / 400 / 415VAC (Selectable), 3 Ph, 4 Wire, AC	
	Range of adjustment of AC Output Voltage	± 1 % at Rated Load	
5.2	Output Voltage Regulation	+/- 1%	
5.3	Nominal Output Frequency	50 Hz	
5.4	Output Frequency Regulation	+/-5%	
5.5	Output Frequency Slew Rate	1 Hz/ s	

5.6	Output Wave Form	Pure sine wave	
5.7	Output Voltage Distortion (Vthd)	≤ 2% (For 100% Linear / Resistive Load) ≤ 5% (For 100% Non-Linear)	
5.8	Crest Factor	3 : 1 On Full Load	
5.9	Unbalanced load on phases	100% unbalanced load should be allowed	
5.10	Displacement angle for 100% balanced Load	120 deg +/- 1 deg	
<b>6.0</b>	<b>Battery charger (Rectifier unit)</b>		
6.1	No. Of units	Each Module Should be having its own battery charger	
6.2	Rectifier unit	Solid-state IGBT rectifier fully microprocessor based.	
6.3	Ripple voltage at full load	Should be less than ±1 %	
6.4	Type	Float cum boost charger	
6.5	Recharge time on boost charge	≤ 5 Hours.	
6.6	Input current limiting	Should be ≤ 125% of nominal input current	
<b>7.0</b>	<b>Inverter</b>		
7.1	No. of 100% inverters in system	Each Hot Swappable Module Should be having its own inverter	
7.2	Type of power switching device	IGBT	
7.3	Technology of inversion	Microprocessor based PWM using IGBT	
7.4	Output voltage regulation	±1 %	
7.5	Frequency regulation	±0.5 % for 100% load step changes	
7.6	Crest factor	Should be in the ratio of 3:1	
7.7	Output wave form	Pure Sinusoidal	
7.8	Phase displacement	120deg ±1 deg for unbalance load	
7.9	Current capacity	As per system Rated capacity	
7.10	Overload (Mains Mode & Battery Mode)	125 % for 10 minutes. 150 % for 1 minutes.	
7.11	Short circuit time withstand	300 % for 100 milli seconds / 270 % for 150 milli seconds / 200 % for 200 milli seconds	
7.12	Synchronizing between UPS	Yes required -Refer Single line diagram	
7.13	Master / follower synchronizing system	Required	
7.14	AC to AC efficiency for	Upto 97% ≥96% from 30% to 100% in double conversion online mode	
<b>8.0</b>	<b>Static Transfer switch (STS)</b>		
8.1	Type	Static	
8.2	No. of switches	Equal to No of UPS frame	
8.3	Rating	Equal to UPS output kVA rating at UPF	
8.4	Nominal frequency	50/60 HZ	
8.5	Purpose	Static load transfer to standby regulated supply without interruption.	
8.4	Short time rating	1000 % for 20 Milli second	
8.7	Whether make before break	Yes	
<b>9.0</b>	<b>Switchgear</b>		
<b>9.1</b>	<b>For use in ac system</b>		

9.1.1	Type	Inbuilt MCCB / Isolators for Input, Output, Bypass, Maintenance Bypass supplies. In case, Inbuilt MCCB / Isolators are not available then External MCCBs (No Isolator) shall be provided in a separate cabinet, Cabinet shall be placed adjacent to the UPS cabinet. The Cabinet shall have MCCBs for Input, Output, Bypass and Maintenance Bypass supplies. The color and height of the external MCCB cabinet should be same as of UPS cabinet.	
9.1.2	Application	415 V, 3ph + N	
9.1.3	Quantity	Equal to No of UPS	
9.1.4	Rating – current - short time rating for one sec.	50 KA for one second	
9.1.5	Protection setting range	Microprocessor based protection as per OEM standard	
9.1.6	Operation	Auto Trip in case of MCB	
<b>9.2</b>	<b>For use in DC system</b>		
9.2.1	Type	Only DC MCCB with microprocessor-based protections	
9.2.2	Application	Battery	
9.2.3	Rating	As per Battery Rack Power calculation	
9.2.4	Protection, setting range	Microprocessor based protection as per OEM standard	
9.2.5	Operation	Auto Trip	
10	<b>Warranty of UPS &amp; Transformer</b>	<b>5 years</b>	
11	<b>Internal/External Isolation transformer K13 rated, Cu winding at Input power side of each UPS.</b>	<ul style="list-style-type: none"> <li>a) Rating should be 190-200kVA.</li> <li>b) Dry type, Non encapsulated, Resin varnished / baked, LT, Indoor type transformer in Ventilated metal enclosure.</li> <li>c) K13 to handle additional losses due to non linear (harmonic generating) load.</li> <li>d) Copper -ASTM B49 - 99.95% purity electrolytic tough pitch grade copper as per IS 13730 Part-29-1996. Polyester amide enamel dual coated rectangular copper wire - class 200 enamel dual coated rectangular copper wire - class 200</li> <li>e) % Impedance &lt; 3%</li> <li>f) Efficiency ≥98.4% (for bare transformer, at Ambient temp )</li> <li>g) Inrush current -Up to 20 times of rated current with soft-start, its depends upon source capacity &amp; source impedance.</li> <li>h) Cabinet for external Isolation transformer to match UPS color Code for good aesthetic.</li> <li>i) Insulation class: Insulation class H, limited to 115°C temp. rise over 40°C ambient</li> <li>j) The Isolation transformer standard should be IS-2026-Part I &amp; II-2010 &amp; 2011 , IS &amp; UL1561/ANSI 57.110 guidelines only.</li> </ul>	
12	<b>Transient Response / Recovery</b>		

12.1	Transient response: Dynamic regulation for 0% to 100 % step load	+/- 5%	
	Transient recovery	Return to steady state condition within 50ms after disturbance	
<b>13</b>	<b>Transfer Time</b>		
13.1	Transfer Time (Mode of operation)	Nil from Mains mode to Battery Mode Nil from Battery Mode to Mains mode	
13.2	Transfer Time (Inverter to Bypass / Bypass to Inverter)	< 1 ms under Synchronized Mode ≤ 10 ms under Asynchronized mode	
13.3	Automatic & Bidirectional static by-pass (In-built)	Uninterrupted transfer of load from Inverter to bypass (under overload / fault conditions) & automatic retransfer from bypass to inverter (on removal of overload / fault conditions)	
<b>14</b>	<b>Display Panel (In-built Touch Display)</b>		
14.1	Measurements (On Touch Display)	Input: Voltage, Current , Frequency Bypass: Voltage , Frequency Output: Voltage, Current , Frequency Load: In kVA / kW / Percentage	
14.2	Event Logging & Statistical Data (On LCD): UPS should capture and display	Events Logs (≥ 500 events) like: Over temperature / DC Bus Fail / Fan Fail / Fuse Fail / Overload / Short-circuit / Device Fail / Inverter Fail / Rectifier Fail / Bypass Fail etc. Statistical Data: No. of power failures / Transfers to Bypass/ Total Running time etc	
14.3	User Programmable Parameters & Settings (On Touch Display)	Bypass: Voltage / Frequency Range inverter: Voltage / Frequency / Eco Mode / Frequency converter Battery: Type, No. of Banks, Chargers Current, Manual & Automatic Testing of Battery Alarms: Buzzer Test and Buzzer Mute Date & Time Setting Password: User / Administrator Setting Information: UPS Serial No./ Firmware Log & Statistical Data Reset& Firmware upgrade	
<b>15</b>	<b>UPS Alarms</b>		
15.1	Audible Alarms	All critical alarms like Mains Failure / Battery Low Alarm / UPS Overload / Fault / Short circuit etc.	
15.2	Audible Alarms at outside UPS room	Bidder to provide Audible alarms (Annunciation panel) outside UPS for critical alarms	
15.3	E- -mail alert	Using PNB E-mail network for all critical alarms	
<b>16</b>	<b>Communication Interfaces</b>		
16.1	Dry contact	Output Dry contact: Minimum 6 contacts configurable for various events	
16.2	Communication Ports	Communication Ports: RS485/Modbus, TCP/IP, SNMP for remote monitoring. All major parameters shall be available for	

		remote monitoring. All required software (Lifetime license) and hardware required for remote monitoring and E-mail alert shall be provided by bidder without any extra cost.	
<b>17</b>	<b>Restart / Testing Capability</b>		
17.1	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown	
17.2	Battery Self-Test	Manual / Scheduled battery test to ensure healthiness of batteries	
<b>18</b>	<b>Standards &amp; Codes</b>	Safety: As per IEC62040-1 or Indian equivalent	
		EMC: As per IEC62040-2 or Indian equivalent	
		Performance: As per IEC62040- 3 or Indian equivalent	
		CE Declaration of Conformance or Indian equivalent	
<b>19</b>	<b>Type of Battery Bank</b>	<b>Lithium-ion Battery</b>	
19.1	Battery Sizing	Minimum 30 minutes of backup on full load considering Unity load power factor, DC – AC efficiency @95% and DOD 80% Battery sizing backup calculation to be submitted with bid considering above factors	
19.2	Chemistry of Cell composition	Lithium-Ion Batteries with combination of LMO & NMC (Lithium Manganese Oxide & Nickel, Manganese, and Cobalt) or NMC (Nickel, Manganese, and Cobalt)	
19.3	Nominal Capacity in Ah	≥60AH	
19.4	Nominal DC volt per Cell	3.6-3.9 V	
19.5	Depth of Discharge (DOD)	80%	
19.6	Number of CELL in each Module	Vendor to Furnish	
19.7	Number of LiB Modules	Vendor to Furnish	
19.8	Number of Parallel Lib Racks	Vendor to Furnish	
19.10	Battery Management System (BMS)	Suitable software to be installed to monitor all the required parameters of Li-ion Battery Banks up to cell level to be provided by bidder. The licence of the software should have lifetime validity.	
19.11	Nominal Operating Temperature	0 deg C to +45deg	
19.10	Cycle Life at 80% DOD at 25deg C	≥ 2500 cycles (at 80% DOD at 25degC)	
19.11	Mandatory Safety Certifications/ compliances	UL 9540 A, UN38.3, UL 1973, UL1942/ IEC 62619, EMC IEC 61000-6-2 and 61000-6-3 or Indian equivalent	
19.12	Safety Features in LiB Cabinet	MCCB to be present & should have inbuilt protection for Overcurrent, short circuit, Overvoltage, under-voltage & over temperature	
19.13	Dimension of Battery Cabinet Rack	Height of Rack should be nearly equal to the height of UPS	
19.14	Communication Scheme with UPS	BMS Level integration & communication scheme	
19.15	Connectivity	Bidder to provide connectivity between Battery banks and Battery Management System	

19.16	Monitoring	Voltage: Cell, Module, Rack Temperature: Cell / Module Current: Cell, Module, Rack	
19.17	Alarm & Alerts	Cell / Module un-balancing Overvoltage and under voltage of cell Over temperature of cell / Module E-mail alert for above alarms using PNB mail Network	
19.18	Reports	State of Charge, State of Health Historical report for Cell, Module, Rack voltage Historical report of alarms occurred and analysis report generation Average Rack voltage and Temperature	
20	<b>Warranty of Lithium Ion battery</b>	<b>10 years comprehensive warranty. Replacement to be done in case of any issue in their desired parameter.</b>	

**Compliance of Technical Specification of 300 KVA UPS at DC,ITD Sansad Marg**

Sr. No.	Descriptions	Requirement	Compliance (To be confirmed & filled by Bidder /Manufacturer)
<b>Make</b>		UPS	
		Lithium-ion Battery	
<b>1.0</b>	<b>General requirements</b>		
1.1	Type	Microprocessor based PWM technology using IGBTs. Modular & Scalable UPS with hot / safe swappable Power Module of rating of 50KW - 60KW	
1.2	UPS Power rating at load Unity Power factor (UPF)	300 KVA, 3-Phase, 4Wire Input / 3-Phase, 4 Wire Output	
1.3	Frame Size	300 kVA	
1.4	Application	For DATA CENTER LOAD	
1.5	Acoustic noise level	≤ 75 dB at 1 meter distance	
1.6	Method of energy storage	Electrical – battery back-up	
1.7	Whether transfer switch required for secondary Back-up	Required (Static switches for uninterrupted transfer of loads from inverter to regulated supply)	
1.8	Installation	Indoor, Ventilated.	
1.9	<b>Enclosure</b>		
1.9.1	Material	Cold rolled sheet steel	
1.9.2	Sheet thickness	≥1.2 mm	
1.9.3	Degree of protection as per is-2417	IP-20	
1.9.4	Cable entry	Bottom Cable entry as per site condition.	
<b>2</b>	<b>Physical</b>		
2.1	Operating Temperature	0 to 40 deg C full load without derate	
2.2	Operating Humidity	0 to 95% RH (Non-condensing)	
2.3	Protection Class	IP – 20	
2.4	Type of Cooling	Forced Air	
2.5	Reliability	MTBF greater than 100000 hours	
2.6	Connections - Rectifier Input / Output / Bypass Input / Battery	Inbuilt MCCB / Isolators for Input, Output, Bypass, Maintenance Bypass supplies. In case, Inbuilt MCCB / Isolators are not available then External MCCBs (No Isolator) shall be provided in a separate cabinet, Cabinet shall be placed adjacent to the UPS cabinet. The Cabinet shall have MCCBs for Input, Output, Bypass and Maintenance Bypass supplies. The colour and height of the external MCCB cabinet should be same as of UPS cabinet.	
<b>3</b>	<b>Technology Capability and</b>	a) True Online configuration double conversion UPS with minimum 3-Level Inverter Technology	
		b) Energy Recycle Mode/ Load test features without External load. Testing of the unit without external load for Load simulation.	
		c) Hot Swappable STS & controller Module	
		d) Redundant System with redundant controllers. Each Hot swappable Power module should include its own rectifier, full	

		rated inverter & battery charger, and independent controls	
		e) Each power modules of Modular UPS should have green mode/Sleep Mode kind of features For Energy saving to improve operational efficiency (>96%) on varying & dynamic loading conditions without compromising the redundancy required in the application. During this mode the output of UPS should be Online Double conversion. Switching time of power modules should be less 2msec.	
		f) DSP (Digital Signal Processor) / Microprocessor based control, using IGBT devices and high switching frequency PWM	
		g) Capability of independent or Common battery bank operation of the UPS when operated in Parallel Redundant System.	
		h) DC Fans with variable speed controller according to load and temperature.	
<b>4</b>	<b>UPS Input Supply</b>		
4.1	Input facility - Phases / Wires	3-Phase / 4-Wire & Gnd (R, Y, B - Phases & Neutral + Ground)	
4.2	Nominal Input Voltage	380 / 400 / 415V AC	
4.3	Input Voltage Range	323-477 V (+ 15% of Nominal Input voltage)	
4.4	Nominal Input Frequency	50 Hz (+/- 5%)	
4.5	Input Frequency Range	40-70 Hz	
4.6	Input Power Factor	≥ 0.99 on Full resistive load	
4.7	Input Current Harmonic Distortion (THDi)	≤ 3% on Full Load (with Mains Vthd less than 1%)	
4.8	Input supply phase sequence mismatch	UPS shall switch over to mains automatically once the phase sequence mismatch is rectified.	
<b>5</b>	<b>UPS Output Supply</b>		
5.1	Nominal Output Voltage	380 / 400 / 415VAC (Selectable), 3 Ph, 4 Wire, AC	
	Range of adjustment of AC Output Voltage	± 1 % at Rated Load	
5.2	Output Voltage Regulation	+/- 1%	
5.3	Nominal Output Frequency	50 Hz	
5.4	Output Frequency Regulation	+/- 5%	
5.5	Output Frequency Slew Rate	1 Hz/ s	
5.6	Output Wave Form	Pure sine wave	
5.7	Output Voltage Distortion (Vthd)	≤ 2% (For 100% Linear / Resistive Load)	
		≤ 5% (For 100% Non-Linear)	
5.8	Crest Factor	3 : 1 On Full Load	
5.9	Unbalanced load on phases	100% unbalanced load should be allowed	
5.10	Displacement angle for 100% balanced Load	120 deg +/- 1 deg	
<b>6.0</b>	<b>Battery charger (Rectifier unit)</b>		
6.1	No. Of units	Each Module Should be having its own battery charger	

6.2	Rectifier unit	Solid-state IGBT rectifier fully microprocessor based.	
6.3	Ripple voltage at full load	Should be less than $\pm 1$ %	
6.4	Type	Float cum boost charger	
6.5	Recharge time on boost charge	$\leq 5$ Hours.	
6.6	Input current limiting	Should be $\leq 125\%$ of nominal input current	
<b>7.0</b>	<b>Inverter</b>		
7.1	No. of 100% inverters in system	Each Hot Swappable Module Should be having its own inverter	
7.2	Type of power switching device	IGBT	
7.3	Technology of inversion	Microprocessor based PWM using IGBT	
7.4	Output voltage regulation	$\pm 1$ %	
7.5	Frequency regulation	$\pm 0.5$ % for 100% load step changes	
7.6	Crest factor	Should be in the ratio of 3:1	
7.7	Output wave form	Pure Sinusoidal	
7.8	Phase displacement	120deg $\pm 1$ deg for unbalance load	
7.9	Current capacity	As per system Rated capacity	
7.10	Overload (Mains Mode & Battery Mode)	125 % for 10 minutes. 150 % for 1 minutes.	
7.11	Short circuit time withstand	300 % for 100 milli seconds / 270 % for 150 milli seconds / 200 % for 200 milli seconds	
7.12	Synchronizing between UPS	Yes required -Refer Single line diagram	
7.13	Master / follower synchronizing system	Required	
7.14	AC to AC efficiency for	$\geq 95\%$ from 30% to 100% in double conversion online mode	
<b>8.0</b>	<b>Static Transfer switch (STS)</b>		
8.1	Type	Static	
8.2	No. of switches	Equal to No of UPS frame	
8.3	Rating	Equal to UPS output kVA rating at UPF	
8.4	Nominal frequency	50/60 HZ	
8.5	Purpose	Static load transfer to standby regulated supply without interruption.	
8.4	Short time rating	1000 % for 20 Milli second	
8.7	Whether make before break	Yes	
<b>9.0</b>	<b>Switchgear</b>		
<b>9.1</b>	<b>For use in ac system</b>		
9.1.1	Type	Inbuilt MCCB / Isolators for Input, Output, Bypass, Maintenance Bypass supplies. In case, Inbuilt MCCB / Isolators are not available then External MCCBs (No Isolator) shall be provided in a separate cabinet, Cabinet shall be placed adjacent to the UPS cabinet. The Cabinet shall have MCCBs for Input, Output, Bypass and Maintenance Bypass supplies. The colour and height of the external MCCB cabinet should be same as of UPS cabinet.	
9.1.2	Application	415 V, 3ph + N	
9.1.3	Quantity	Equal to No of UPS	
9.1.4	Rating – current - short time rating for one sec.	50 KA for one second	

9.1.5	Protection setting range	Microprocessor based protection as per OEM standard	
9.1.6	Operation	Auto Trip in case of MCB	
<b>9.2</b>	<b>For use in DC system</b>		
9.2.1	Type	Only DC MCCB with microprocessor-based protections	
9.2.2	Application	Battery	
9.2.3	Rating	As per Battery Rack Power calculation	
9.2.4	Protection, setting range	Microprocessor based protection as per OEM standard	
9.2.5	Operation	Auto Trip	
<b>10</b>	<b>Warranty of UPS &amp; Transformer</b>	<b>5 years</b>	
<b>11</b>	<b>Internal/External Isolation transformer K13 rated, Cu winding at Input power side of each UPS.</b>	<p>a) Rating should be 375 - 400kVA.</p> <p>b) Dry type, Non encapsulated, Resin varnished / baked, LT, Indoor type transformer in Ventilated metal enclosure.</p> <p>c) K13 to handle additional losses due to non linear (harmonic generating) load.</p> <p>d) Copper -ASTM B49 - 99.95% purity electrolytic tough pitch grade copper as per IS 13730 Part-29-1996. Polyester amide enamel dual coated rectangular copper wire - class 200 enamel dual coated rectangular copper wire - class 200</p> <p>e) % Impedance &lt; 3%</p> <p>f) Efficiency ≥97% (for bare transformer, at Ambient temp )</p> <p>g) Inrush current -Up to 20 times of rated current with soft-start, its depends upon source capacity &amp; source impedance.</p> <p>h) Cabinet for external Isolation transformer to match UPS color Code for good aesthetic.</p> <p>i) Insulation class: Insulation class H, limited to 115°C temp. rise over 40°C ambient</p> <p>j) The Isolation transformer standard should be IS-2026-Part I &amp; II-2010 &amp; 2011 , IS &amp; UL1561/ANSI 57.110 guidelines only.</p>	
<b>12</b>	<b>Transient Response / Recovery</b>		
12.1	Transient response: Dynamic regulation for 0% to 100 % step load	+/- 5%	
	Transient recovery	Return to steady state condition within 50ms after disturbance	
<b>13</b>	<b>Transfer Time</b>		
13.1	Transfer Time (Mode of operation)	<p>Nil from Mains mode to Battery Mode</p> <p>Nil from Battery Mode to Mains mode</p>	
13.2	Transfer Time (Inverter to Bypass / Bypass to Inverter)	<p>&lt; 1 ms under Synchronized Mode</p> <p>≤ 10 ms under Asynchronized mode</p>	
13.3	Automatic & Bidirectional static by-pass (In-built)	Uninterrupted transfer of load from Inverter to bypass (under overload / fault conditions) & automatic retransfer from bypass to inverter (on removal of overload / fault conditions)	
<b>14</b>	<b>Display Panel (In-built Touch Display)</b>		

14.1	Measurements (On Touch Display)	Input: Voltage, Current , Frequency	
		Bypass: Voltage , Frequency	
		Output: Voltage, Current , Frequency	
		Load: In kVA / kW / Percentage	
14.2	Event Logging & Statistical Data (On LCD): UPS should capture and display	Events Logs ( $\geq 500$ events) like: Over temperature / DC Bus Fail / Fan Fail / Fuse Fail / Overload / Short-circuit / Device Fail / Inverter Fail / Rectifier Fail / Bypass Fail etc.	
		Statistical Data: No. of power failures / Transfers to Bypass/ Total Running time etc	
14.3	User Programmable Parameters & Settings (On Touch Display)	Bypass: Voltage / Frequency Range	
		inverter: Voltage / Frequency / Eco Mode / Frequency converter	
		Battery: Type, No. of Banks, Chargers Current, Manual & Automatic Testing of Battery	
		Alarms: Buzzer Test and Buzzer Mute	
		Date & Time Setting	
		Password: User / Administrator Setting	
		Information: UPS Serial No./ Firmware	
		Log & Statistical Data Reset& Firmware upgrade	
<b>15</b>	<b>UPS Alarms</b>		
15.1	Audible Alarms	All critical alarms like Mains Failure / Battery Low Alarm / UPS Overload / Fault / Short circuit etc.	
15.2	Audible Alarms at outside UPS room	Bidder to provide Audible alarms (Annunciation panel) outside UPS for critical alarms	
15.3	E- -mail alert	Using PNB E-mail network for all critical alarms	
<b>16</b>	<b>Communication Interfaces</b>		
16.1	Dry contact	Output Dry contact: Minimum 6 contacts configurable for various events	
16.2	Communication Ports	Communication Ports: RS485/Modbus, TCP/IP, SNMP for remote monitoring. All major parameters shall be available for remote monitoring. All required software (Lifetime license) and hardware required for remote monitoring and E-mail alert shall be provided by bidder without any extra cost.	
<b>17</b>	<b>Restart / Testing Capability</b>		
17.1	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown	
17.2	Battery Self-Test	Manual / Scheduled battery test to ensure healthiness of batteries	
<b>18</b>	<b>Standards &amp; Codes</b>	Safety: As per IEC62040-1 or Indian equivalent	
		EMC: As per IEC62040-2 or Indian equivalent	
		Performance: As per IEC62040- 3 or Indian equivalent	
		CE Declaration of Conformance or Indian equivalent	
<b>19</b>	<b>Type of Battery Bank</b>	<b>Lithium-ion Battery</b>	
19.1	Battery Sizing	Minimum 15 minutes of backup on full load considering Unity load power factor, DC – AC efficiency @95% and DOD 80%	

		Battery sizing backup calculation to be submitted with bid considering above factors	
19.2	Chemistry of Cell composition	Lithium-Ion Batteries with combination of LMO & NMC (Lithium Manganese Oxide & Nickel, Manganese, and Cobalt) or NMC (Nickel, Manganese, and Cobalt)	
19.3	Nominal Capacity in Ah	≥60AH	
19.4	Nominal DC volt per Cell	3.6-3.9 V	
19.5	Depth of Discharge (DOD)	80%	
19.6	Number of CELL in each Module	Vendor to Furnish	
19.7	Number of LiB Modules	Vendor to Furnish	
19.8	Number of Parallel Lib Racks	Vendor to Furnish	
19.9	Battery Management System (BMS)	Suitable software to be installed to monitor all the required parameters of Li-ion Battery Banks upto cell level to be provided by bidder. The licence of the software should have lifetime validity.	
19.10	Nominal Operating Temperature	0 deg C to +45deg	
19.11	Cycle Life at 80% DOD at 25deg C	≥ 2500 cycles (at 80% DOD at 25degC)	
19.12	Mandatory Safety Certifications/ compliances	UL 9540 A, UN38.3, UL 1973, UL1942/ IEC 62619, EMC IEC 61000-6-2 and 61000-6-3 or Indian equivalent	
19.13	Safety Features in LiB Cabinet	MCCB to be present & should have inbuilt protection for Overcurrent, short circuit, Overvoltage, under-voltage & over temperature	
19.14	Dimension of Battery Cabinet Rack	Height of Rack should be nearly equal to the height of UPS	
19.15	Communication Scheme with UPS	BMS Level integration & communication scheme	
19.16	Connectivity	Bidder to provide connectivity between Battery banks and Battery Management System	
19.17	Monitoring	Voltage: Cell, Module, Rack Temperature: Cell / Module Current: Cell, Module, Rack	
19.18	Alarm & Alerts	Cell / Module un-balancing Overvoltage and under voltage of cell Over temperature of cell / Module E-mail alert for above alarms using PNB mail Network	
19.19	Reports	State of Charge, State of Health Historical report for Cell, Module, Rack voltage Historical report of alarms occurred and analysis report generation Average Rack voltage and Temperature	
<b>20</b>	<b>Warranty of Lithium Ion battery</b>	<b>10 years comprehensive warranty. Replacement to be done in case of any issue in their desired parameter.</b>	

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact no.:**

**Seal of Company:**

**Annexure 18 – Bill of Material**  
(To be Submitted on Bidder's Letter Head)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir

**Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

We hereby submit the Make & Model for the product to be supplied for the captioned RFP as under:

S.No	Equipment	Make & Model (to be mentioned)	Qty
1.	UPS of capacity 150 KVA		
2.	UPS of capacity 300 KVA		
3.	Li-ion Battery for 150 KVA UPS		
4.	Li-ion Battery for 300 KVA UPS		
5.	Isolation Transformer for 150 KVA UPS		
6.	Isolation Transformer for 300 KVA UPS		

All the details supported by Company catalogue, calculation sheet and Technical brochure.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**  
**Mobile No:**  
**Telephone No.:**  
**Seal of Company**

### Annexure 19 – Performa of the Commercial Bid (To be Submitted on Bidder’s Letter Head)

#### TABLE A

S · N o	Item	Q t y	Uni t Pri ce	Total Price(ex cluding GST)	G S T %	G S T A m t	Total Price inc GST
1	Supply of UPS for NDC Dwarka of capacity 150 KVA with Gigabit speed SNMP & Modbus Combo card, Environment Monitoring probe, Static & Manual Bypass Inbuilt and as per detailed specifications.	2					
2	Installation, testing and commissioning charge of UPS Units at NDC Dwarka	2					
3	Supply of Lithium ion battery with 30 minutes backup on full load at Unit power factor with UPS Frame at 150 KVA load at Dwarka	2					
4	Installation, Testing and Commissioning of Lithium ion battery at Dwarka	2					
5	Supply of Isolation Transformer 190-200 KVA isolation Transformer at input of UPS, Copper Winding, H Insulation Class, Three Phase, Delta-Star Type, Neutral Solidly earthed, with IP20(or higher enclosure), with input MCCB, top & bottom cable entry options as per site requirements at Dwarka	2					
6	Installation, Testing and Commissioning Charges of Isolation Transformer at Dwarka	2					
7	Supply of UPS for ITD Sansad Marg for capacity 300 KVA with Gigabit speed SNMP & Modbus Combo card, Environment Monitoring probe, Static & Manual Bypass Inbuilt and as per detailed specifications.	2					
8	Installation, testing and commissioning charge for UPS Unit at 3 <sup>RD</sup> FLOOR, ITD Sansad Marg	2					
9	Supply of Lithium ion battery with 15 minutes backup on full load at Unit power factor with UPS Frame at 300 KVA load for ITD Sansad Marg	4					
10	Installation, Testing and Commissioning charges of Lithium ion battery for ITD Sansad Marg	4					
11	Supply of Isolation Transformer 375-400 KVA isolation Transformer at input of UPS, Copper Winding, H Insulation Class, Three Phase, Delta-Star Type, Neutral Solidly earthed, with IP20(or higher enclosure), with input MCCB, top & bottom cable entry options as per site requirements at ITD Sansad Marg	2					
12	Installation, Testing and Commissioning Charges of Isolation Transformer at ITD Sansad Marg	2					
13	Rebate of existing UPS of 250 KVA at ITD Sansad Marg	2					
14	Rebate of existing batteries (68 nos of 100 AH, 12 Volt) at ITD Sansad Marg	2					
<b>Grand Total [(1+2+3+4+5+6+7+8+9+10+11+12)-(13+14)]</b>							

**TABLE B**

<b>S.No</b>	<b>Item</b>	<b>Quote in % of unit cost of product excluding GST</b>
1	AMC of UPS for NDC Dwarka of capacity 150 KVA for 5 years	
2	AMC of UPS for ITD Sansad Marg for capacity 300 KVA for 5 years	
3	AMC of Transformer for NDC Dwarka for 5 years	
4	AMC of Transformer for ITD Sansad Marg for 5 years	

**Note:** Table B is optional and will have no effect in calculation of TCO. Bidder has to quote Annual Maintenance Contract, AMC, within 4% to 7% of the Hardware Cost. The least quoted percentage of all the bidders in Table B shall be acceptable to the L1 bidder decided after Reverse Auction.

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**Annexure 20 – Authorization Letter for Authorized Signatory**

(To be provided on letter head of each OEM/OSD)

To

The Assistant General Manager  
Centralized Procurement & Partnership Division  
Punjab National Bank  
Head Office, New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION.**

I, \_\_\_\_\_(Name of the Director/Company Secretary/Equivalent Authorized Board member), \_\_\_\_\_(Designation) hereby undertake that \_\_\_\_\_(name of the official), \_\_\_\_\_(Designation), is authorized to issue all the required documents under his/her signature as mentioned in this RFP for participation in the captioned RFP process through our authorized partner/service provider M/s \_\_\_\_\_

The signature of \_\_\_\_\_(name of the authorized signatory) is attested herewith

**Signature of Bid Signing Authority**

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

**Place:** \_\_\_\_\_

**Yours faithfully**

**Signature of Director/Company Secretary/Equivalent Authorized Board Member**

**Name of the Signatory:**

**Designation:**

**Seal of Company:**

## Annexure 21- Checklist

### **Reg.: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi.**

<b>S No.</b>	<b>Document</b>	<b>Submitted (Yes/No)</b>	<b>Page No.</b>
1.	EMD Cost		
2.	Copy of the Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.		
3.	<b>Annexure-1</b> Undertaking from The Bidder		
4.	<b>Annexure-2</b> Eligibility Criteria of The Bidder		
5.	<b>Annexure-3</b> Bidder's Information		
6.	<b>Annexure-4</b> Compliance Statement		
7.	<b>Annexure 5</b> Performance Certificates		
8.	<b>Annexure-6</b> Litigation Certificate		
9.	<b>Annexure-7</b> Undertaking for Non-Blacklisted		
10.	<b>Annexure 8</b> CA Certificate as per <b>Annexure-8</b> . The CA certificate provided in this regard should be without any riders or qualification.		
11.	<b>Annexure-9</b> Integrity pact on stamp paper in Original		
12.	<b>Annexure 10</b> Bank Guarantee in Original		
13.	<b>Annexure-11</b> Confidentiality-cum- Non-Disclosure Agreement		
14.	<b>Annexure-12</b> Escalation Matrix (Both OEM & Bidder)		
15.	<b>Annexure-13</b> Undertaking for Labour Law Compliance		
16.	<b>Annexure-14(A)</b> - Manufacturer's Authorisation Form (MAF)		
17.	<b>Annexure-14(B)</b> -Undertaking for being the OEM of the offered product		
18.	<b>Annexure-15(A)</b> Certificate regarding procurement from a bidder which shares land border with India		
19.	<b>Annexure-15(B)</b> Certificate regarding procurement from a bidder which shares land border with India		
20.	<b>Annexure-16</b> Undertaking for having Service Support Centres in India		
21.	<b>Annexure-17</b> Technical Specifications of the Products		
22.	<b>Annexure-18</b> Bill of Material		
23.	<b>Annexure-19</b> Performa of the Commercial Bid		
24.	<b>Annexure-20</b> Authorization Letter for Authorized Signatory		
25.	<b>Annexure-21</b> Checklist		
26.	All the relevant documents as per the DoT notification dated 29 <sup>th</sup> August 2018 & Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020.		
27.	Power of Attorney and Copy of Board Resolution of the Bidder and all the OEMs		

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact no.:**

**Seal of Company:**

**\* Modification of any of the contents of the Annexures may result in disqualification of the Bid.**

**Corrigendum 1 : RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi**

Sr. No.	RFP Page No.	RFP Clause Name & No.	Existing RFP Clause	Ammended Clause
1	33	Annexure 2 – Eligibility Criteria of the Bidder Clause 8	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/State Govt./PSUs/BFSI during last three years as on date of bid submission	The Bidder should have successfully implemented and maintaining minimum installed capacity at one site of 600 KVA with unit capacity of UPS not less than 150 KVA with Li-ion batteries in Banks/Central/State Govt./PSUs/BFSI during last three years as on date of bid submission
2	87	Annexure 17-Technical Specifications of the Products Clause 7.14 - AC to AC efficiency for	Upto 97% ≥96% from 30% to 100% in double conversion online mode	≥97% from 30% to 100% in double conversion online mode

3	78	Annexure 14(A) - MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)	In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.	In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through third party/any other authorized Partner of ours, who satisfies the eligibility criteria of this RFP.
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**Reply to Pre-Bid Queries: RFP for Procurement of New UPS units at NDC Dwarka and DC, ITD Sansad Marg, New Delhi**

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
1	49	8. ELIGIBILITYCRITERIA	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/ State Govt./PSUs/BFSI during last three years as on date of bid submission	As Li-on battery solution is a new technology in market so installation base is very few So We request you to change this clause for broder participation to " The Bidder should have successfully implemented 2x200 KVA or higher capacity UPS Systems with Li-ion batteries in Banks/Central/ State Govt./PSUs/BFSI during last three years as on date of bid submission"	Please be guided as per RFP and subsequent corrigendum.
2	48	Annexure 2 – Eligibility Criteria of the Bidder.Sr.08	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/State Govt./PSUs/BFSI during last three years as on date of bid submission	You are requested to dilute the Eligibility Criteria to enable technical competent bidders of our stature to participate in this important process of Public Procurement unequivocally. The requirement of 2x300 KVA or higher is not unusual but 2x 300KVA or higher with lithium is certainly very rare. Please look at into this particular clause and arrange to dilute it to the possible manner .	Please be guided as per RFP and subsequent corrigendum.
3	49	Annexure 2 – Eligibility Criteria of the Bidder (point no. 9)	UPS model quoted by bidder should be tested by any one agencies like ETDC, ERTL, CPRI, DoT, SAMEER, any other NABL accredited/Govt laboratory. Valid test certificate for the proposed model should be submitted with the bid.	for wider participation test certificate from any reputed private testing Agency should be allowed or UPS should be tested before dispatch by any 3rd party testing Agency Like (BVQI, CE, UL...etc) and report should be submitted.	Please be guided as per RFP
4	8	1.4 Performance Bank Guarantee	The successful bidder shall submit a performance Bank guarantee component wise of amount and validity as under: For Warranty period Component PBG Amount Validity	we here by request you to kindly consider the part PBG i.e. for instead of 5 years & 10 Years , we will provide the PBG for 3 years and after that further extension of PBG will be provided till the required period. Like for	Please be guided as per RFP

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			<p>UPS 5% of UPS cost 60 months Isolation Transformer 5% of Isolation Transformer cost 60 months Li-ion Battery Backup 5% of Li-ion Battery Backup cost 120 months</p> <p>For AMC Period Component PBG Amount Validity UPS 5% of UPS AMC cost for 5 year 60 months Isolation Transformer 5% of Isolation Transformer AMC cost for 5 year 60 months</p>	UPS warranty & Transformer warranty ( 3year + 2 Year & 6 months) and for Li-ion Battery ( 3 Year +3 Year +3 Year +1 Year & 6 months.	
5	49	8. ELIGIBILITYCRITERIA	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/ State Govt./PSUs/BFSI during last three years as on date of bid submission	Kindly change this clause to " The Bidder /OEM should have experience of successfully implemented and maintained 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in Banks/Central/ State Govt./ PSUs/BFSI during last three years as on date of bid submission"	Please be guided as per RFP and subsequent corrigendum.
6	38	3.7 Penalty	Liquidated Damages at the rate of 0.5% of order amount per week or part thereof, maximum 10% of Contract Value will be charged for late delivery or installation/ commissioning. For this purpose, the period will commence from the date of order(Less delivery period) up to the date of last items delivered.	Kindly change this clause to " Liquidated Damages at the rate of 0.5% of order amount per week or part thereof, maximum 5% of Contract Value will be charged for late delivery or installation/ commissioning. For this purpose, the period will commence from the date of order(Less delivery period) up to the date of last items delivered."	Please be guided as per RFP
7	8	1.4 Performance Bank Guarantee -For Warranty period			

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
		UPS	5% of UPS cost -validity of 60 months	Kindly change this clause to " 5% of UPS cost - PBG Initial validity may be of 36 months to extended further to 2 more years	Please be guided as per RFP
		Isolation Transformer	5% of Isolation Transformer - -validity of 60 months	Kindly change this clause to " 5% of Isolation Transformer - PBG Initial validity may be of 36 months to extended further to 2 more years	Please be guided as per RFP
8	9	1.4 Performance Bank Guarantee - For AMC Period			
		UPS	5% of UPS AMC cost for 5 year -validity of 60 months	Kindly change this clause to " 5% of UPS AMC cost for 5 year - PBG Initial validity may be of 36 months to extended further to 2 more years.	Please be guided as per RFP
		Isolation Transformer	5% of Isolation Transformer AMC cost for 5 year - -validity of 60 months	Kindly change this clause to " 5% of Isolation Transformer AMC cost for 5 year - PBG Initial validity may be of 36 months to extended further to 2 more years.	Please be guided as per RFP
9	49	8. ELIGIBILITYCRITERIA	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Li-ion batteries in at least 2 Banks/Central/ State Govt./PSUs/BFSI during last three years as on date of bid submission	Kindly accept Bidder / OEM in place of "Bidder only" mentioned in this clause. This will ensure wider participation.	Please be guided as per RFP and subsequent corrigendum.
10	38	3.7 Penalty	Liquidated Damages at the rate of 0.5% of order amount per week or part thereof, maximum 10% of Contract Value will be charged for late delivery or installation/ commissioning. For this purpose, the period will commence from the date of order(Less delivery period) up to the date of last items delivered.	Kindly accept to change this clause to " Liquidated Damages at the rate of 0.5% of order amount per week or part thereof, maximum 5% of Contract Value will be charged for late delivery or installation/ commissioning. For this purpose, the period will commence from the date of order(Less delivery period) up to the date of last items delivered."	Please be guided as per RFP
11	8 & 9	1.4, Performance Bank Guarantee			
		<b>For Warranty period</b>			

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
		Component	PBG Amount & Validity		
		UPS	5% of UPS cost / 60 Months	Most of the banks process BG for max. 3 Years, we request you to take 36 months PBG (extendable to the required period 60 months total).	Please be guided as per RFP
		Isolation Transformer	5% of Isolation Transformer cost / 60 months	---same as above---	Please be guided as per RFP
		Li-ion Battery Backup	5% of Li-ion Battery Backup cost / 120 Months	Most of the banks process BG for max. 3 Years, we request you to take 36 months PBG (extendable to the required period 120 months total).	Please be guided as per RFP
		<b>For AMC Period</b>			
		Component	PBG Amount		
		UPS	5% of UPS AMC cost for 5 year / 60 Months	AMC's are generally Annually, we request you to take 12 months PBG (extendable to the required period 60 months total).	Please be guided as per RFP
		Isolation Transformer	5% of Isolation Transformer AMC cost for 5 year / 60 Minths	AMC's are generally Annually, we request you to take 12 months PBG (extendable to the required period 60 months total).	Please be guided as per RFP
12	2	details of requirement in RFP clause 1 &2 on Technical requirement	<p>The details of requirement in RFP is as under:</p> <p>1. 2 (Two) nos of modular UPS units (capacity 150KVA) having minimum 97% efficiency along with isolation transformers and li-lon battery backup of 30 minutes on full load (on each UPS), for additional UPS power load required for proposed 20 server racks at NDC, 2nd Floor, Dwarka building.</p> <p>2. Replacement of existing UPS (2X250 KVA of M/s Vertiv Make) with reputed make Modular UPS of capacity 2x300 KVA having efficiency &gt;95% along with</p>	<p>UPS are coming with 97% efficiency, we request if the efficiency made equal for both UPS as same to 97% or 96%.Also in detailed specs it been asked 96%, This will remove the confusion. There are multiple efficiency written in technical documents.</p>	<p>For 300 KVA- Please be guided as per RFP For 150 KVA- Please be guided by Clause 7.14 of Technical Specifications for 150 KVA and its subsequent corrigendum</p>

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			isolation transformers with Lithium ion Batteries backup of 15 minutes on full load (on each UPS) at UPS Room at 3rd Floor of PNB 5, Sansad Marg. On Successful Commissioning of 2X300 KVA UPS Sets, the existing UPS of capacity 2X250 KVA UPS along with 136 number of 100 AH SMF batteries installed at PNB HO: 5, Sansad Marg Building shall be disposed under buy back arrangement under scope of this tender.		
13	2	details of requirement in RFP clause 1 & 2 on Technical requirement	<p>The details of requirement in RFP is as under:</p> <p>1. 2 (Two) nos of modular UPS units (capacity 150KVA) having minimum 97% efficiency along with isolation transformers and li-Ion battery backup of 30 minutes on full load (on each UPS), for additional UPS power load required for proposed 20 server racks at NDC, 2nd Floor, Dwarka building.</p> <p>2. Replacement of existing UPS (2X250 KVA of M/s Vertiv Make) with reputed make Modular UPS of capacity 2x300 KVA having efficiency &gt;95% along with isolation transformers with Lithium ion Batteries backup of 15 minutes on full load (on each UPS) at UPS Room at 3rd Floor of PNB 5, Sansad Marg. On Successful Commissioning of 2X300 KVA UPS Sets, the existing UPS of capacity 2X250 KVA UPS along with 136 number of 100 AH SMF batteries installed at PNB HO: 5, Sansad Marg Building shall be</p>	Can we give 150X 4 Nos in place of 300KVA X 2 Nos ? Will ensure the space saving and this will give you much more redundancy in system	Please be guided as per RFP

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
			disposed under buy back arrangement under scope of this tender.		
14	90	Annexure 17 – Technical Specifications of the Products- Make	19.1 Battery Sizing Minimum 30 minutes of backup on full load considering Unity load power factor, DC – AC efficiency @95% and DOD 80% Battery sizing backup calculation to be submitted with bid considering above factors	Please confirm the make of Lithium-Ion batteries. if make is not specified, many local brands who import batteries from China with value-add sale as make in India.	OEM of batteries, UPS and other equipment should be MII compliant as per DPITT order & must comply with the Land and Border clause (Annexure 15 A)
15	85	Technology and Capability	Clause 3c c) Hot Swappable STS & controller Module	please remove ) Hot Swappable STS & controller Module. this vendor specific make who can fulfil this	Please be guided as per RFP
16	85	Technology and Capability	Clause 3e e) Each power modules of Modular UPS should have green mode/Sleep Mode kind of features For Energy saving to improve operational efficiency (>96%) on varying & dynamic loading conditions without compromising the redundancy required in the application. During this mode the output of UPS should be Online Double conversion. Switching time of power modules should be less 2msec.	Please remove "Each power modules of Modular UPS should have green mode/Sleep Mode kind of features For Energy saving to improve operational efficiency (>96%) on varying & dynamic loading conditions without compromising the redundancy required in the application. During this mode the output of UPS should be Online Double conversion. Switching time of power modules should be less 2msec.	Please be guided as per RFP
17	86	Clause 4.8 UPS supply)	Clause 4.8 Input supply phase sequence mismatch UPS shall switch over to mains automatically once the phase sequence mismatch is rectified.	Please remove this UPS shall switch over to mains automatically once the phase sequence mismatch is rectified. with UPS shall continue to operate in double conversion if there is phase sequence mismatch at the input side as UPS should not go on bypass in any condition which is a risk for load. (Clause 4.8 UPS supply)	Please be guided as per RFP

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18	90	Clause 19.11 Mandatory Safety Certifications/ compliances	UL 9540 A, UN38.3, UL 1973, UL1942/ IEC 62619, EMC IEC 61000-6-2 and 61000-6-3 or Indian equivalent	Please remove India Equivalent in 19.11 safety certification as there is no guideline in India for LIB safety use for UPS. it's a matter of safety.	Please be guided as per RFP
19	88	Internal/External Isolation transformer K13 rated, Cu winding at Input power side of each UPS.	Clause 11a a) Rating should be 190-200kVA.	Rating should be 190-200kVA. Please confirm the rating of transformer. It should match the capacity of UPS	Please be guided as per RFP
20		General Queries		Does FAT & SAT is required for all UPS or one UPS of each rating. Also please confirm do we have to consider Boarding lodging & travel cost.	Please be guided by Clause No.1 Other Commercial terms and condition at Pg-39
21		General Queries		Please confirm the battery selection criteria. i.e., Power Factor, End cell Voltage, End of Life Design (EOL) or Start of Life (SOL)	Please be guided by Annexure-17 Technical Specifications of the Products Clause 19.1 for 150 KVA and Clause 19.1 for 300 KVA
22		General Queries		We suggest restricting the batteries which has fire safety protocol UL9540A certification on batteries because LIB has no way for fire suppression. this certificate ensures the safe use of LIB in building.	Please be guided by Clause 19.11 Mandatory Safety Certifications /Compliances at Pg-90 and Clause 19.12 Mandatory Safety Certifications/ compliances at Pg-97
23	78	Annexure 14(A) - MANUFACTURER'S (OEM)	In case the bidder i.e. M/s _____ is not able to perform the obligations as per	This clause is not acceptable as being OEM we are not participating in bid and has no	Please be guided as per RFP and

Sr. No	RFP Page	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
		AUTHORIZATION FORM (MAF)	RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.	commercial liability for RFP fulfilment, We cannot fulfil the obligation of RFP. If bidder has given order to us, we will deliver the good only if we have got the payment from the bidder & will support for warranty service. Same is applicable for AMC for live order with payment received. Any delivery for which the OEM has not received order/payment, either from the contractor or from PNB, will not be fulfilled. If the contractor/bidder is unable to fulfil the obligations as per RFP during the contract period at any stage during the warranty, .	subsequent corrigendum.
24	48	Sr. no. 8 of Annexure 2 Eligibility Criteria of the Bidder	The Bidder should have successfully implemented and maintaining 2x300 KVA or higher capacity UPS Systems with Liion batteries in at least 2 Banks/Central/State Govt./PSUs/BFSI during last three years as on date of bid submission	This is a restrictive clause as per the CPWD/CVC guidelines, Similar works should be completed within 7 years so the condition may be modified as ;  "The Bidder should have successfully implemented and maintained minimum of UPS feeding power of 600 KVA (excluding redundancy) with Li-ion batteries/ SMF VRLA batteries in at least 2 Banks/Central/State Govt./PSUs/BFSI during last 7 years as on date of bid submission"	Please be guided as per RFP and subsequent corrigendum.