

Bankers Institute of Rural Development, Lucknow

Tender for Supply, Installation, Testing & Commissioning (SITC) of 01 (one) 10 KVA Online UPS at BIRD, Lucknow

All the empanelled vendors



Name of the Bidder: _____

Address: _____

CALENDAR EVENTS	
Issue Of Notice Inviting Tender (NIT)	30 December 2025
Last Date For Submission of Tenders	14:00 hours on 12 January 2026
Date of Opening of Tenders	15:00 hours on 12 January 2026

This Tender consists of 25 pages.

NOTICE INVITING TENDER

Ref No. BIRD.LKO/DIT –SITC-Online-UPS/42250/ 2025-26

Date: 30.12.2025

All the empanelled vendors

Dear Sir,

Sealed tenders are invited from empanelled vendors for “**Supply, Installation, Testing & Commissioning (SITC) of 01 (one) 10 KVA Online UPS**” at **Bankers Institute of Rural Development (BIRD) Lucknow** at and the supply is to be completed within **30 days** from the date of issue of work order.

1. Tenders in prescribed format should be received at Bankers Institute of Rural Development, Lucknow up to **14:00 hours on 12 January 2026**. **The received tenders may be opened** on the same day at **15:00** hours. Authorized representatives of the submitted tenders should be present. BIRD, Lucknow reserves the right to accept the lowest or any tender in part or full or to reject all of them without assigning any reason. Validity of tendered rates shall be for 90 (Ninety) days from the date of opening of the bid.
2. Properly filled tender shall be submitted in a sealed envelope duly furnishing all the required information. Envelope should super-scribed as “**Supply, Installation, Testing & Commissioning (SITC) of 01 (one) 10 KVA Online UPS**” at **BIRD, Lucknow** and addressed to “The Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Lucknow” so as to reach this office **latest by 14:00 hours on 12 January 2026**. The tenders shall be submitted in ‘Original’ to Bankers Institute of Rural Development, Lucknow with all pages duly signed and sealed.
3. Tenders should be accompanied by EMD of Rs.6,000/- which may be paid directly by crediting to BIRD’s Current Account Number- 921020044058630 maintained with Axis Bank Main Branch MG Road, Lucknow, 226001 (IFSC Code- UTIB0000053). EMD has to be deposited only through online mode and no other means including Bank guarantee shall be accepted.
4. The tenders will be accepted only in respect of those empanelled bidders whose tenders are in line with the requirements as per the conditions of this document and if the same is acceptable to BIRD, Lucknow. The decision of BIRD, Lucknow in this regard shall be binding on the bidders and not open to questions or appeals.
5. Tenders received after the prescribed date & time, on account of any reason

whatsoever as also emailed tenders, shall not be considered. Tender through courier/fax /speed post will be rejected.

6. Bankers Institute of Rural Development reserves the right to accept any or reject all the applications without assigning any reason thereof.
7. Any conditional offer will not be accepted. For any clarifications, you may contact DIT, BIRD or by submitting the query in writing or through email at **dit.bird.lko@nabard.org** However, such communications should be made well in advance, at least two working days before the opening of the tender.

Yours faithfully

Sd/-
(Abhishek Srivastava)
Assistant General Manager (Admin)

निविदा सूचना

संदर्भ सं बर्ड.लख/17/ डीआईटी / एसआईटीसी-ऑनलाइन-यूपीएस/ 42250/ 2025-26

दिनांक: 30-12-2025

सभी पैनलबद्ध विक्रेता

महोदय,

बैंकर ग्रामीण विकास संस्थान, (बर्ड) लखनऊ द्वारा बर्ड लखनऊ में 01 (एक) दस केवीए ऑनलाइन यूपीएस की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) हेतु पैनल में शामिल ठेकेदारों से मुहरबंद निविदाएं आमंत्रित की जाती हैं, और इस कार्य की कायदेशि जारी होने की तिथि से 30 दिनों के भीतर पूरा किया जाना है।

निविदाएं निर्धारित प्रारूप में बैंकर ग्रामीण विकास संस्थान, लखनऊ में 12-01-2026 को 14:00 बजे तक प्राप्त की जायेगी। प्राप्त निविदाएं उसी दिन 15:00 बजे खोली जा सकती हैं। प्रस्तुत निविदादाताओं के अधिकृत प्रतिनिधि उपस्थित रहें। बर्ड सबसे कम या किसी भी निविदा को आंशिक या पूर्ण रूप से स्वीकार करने या बिना कोई कारण बताए सभी को अस्वीकार करने का अधिकार सुरक्षित रखता है। निविदा दरों की वैधता मूल्य बोली खुलने की तिथि से 90 (नब्बे) दिनों के लिए होगी।

2. उचित रूप से भरी गई निविदा एक सीलबंद लिफाफे में विधिवत सभी आवश्यक जानकारी के साथ प्रस्तुत की जाएगी। लिफाफा पर दस केवीए ऑनलाइन यूपीएस की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) लिखा होना चाहिए और "निदेशक, बैंकर ग्रामीण विकास संस्थान, सेक्टर-एच, एलडीए कॉलोनी, लखनऊ" को संबोधित किया जाना चाहिए और बर्ड कार्यालय में अधिकतम दिनांक 12-01-2026 को 14:00 बजे तक पहुंच जाना चाहिए। निविदाएं 'मूल' में बैंकर ग्रामीण विकास संस्थान में प्रस्तुत की जाएंगी।

4. निविदाओं के साथ रु. 6,000/- की ईएमडी संलग्न की जानी चाहिए, जिसका भुगतान सीधे एक्सिस बैंक मुख्य शाखा एमजी रोड, लखनऊ, 226001 (आईएफएससी कोड- UTIB0000053) में रखे गए बर्ड के चालू खाता संख्या- 921020044058630 में जमा

करके किया जा सकता है। ईएमडी केवल ऑनलाइन मोड के माध्यम से जमा की जानी है और बैंक गारंटी सहित कोई अन्य माध्यम स्वीकार नहीं किया जाएगा

5. निविदाएं केवल उन सूचीबद्ध बोलीदाताओं के संबंध में स्वीकार की जाएंगी जिनकी निविदाएं इस दस्तावेज की शर्तों के अनुसार आवश्यकताओं के अनुरूप हैं और यदि यह बर्ड को स्वीकार्य है। इस संबंध में बर्ड का निर्णय निविदादाताओं पर बाध्यकारी होगा और प्रश्नों या अपीलों के लिए खुला नहीं होगा।
6. किसी भी कारण से निर्धारित समय और तिथि के बाद में प्राप्त होने वाली निविदा पर विचार नहीं किया जाएगा, साथ ही ई-मेल द्वारा भेजी गई निविदा पर भी विचार नहीं किया जाएगा।
7. बैंकर ग्रामीण विकास संस्थान बिना कोई कारण बताए किसी भी आवेदन को स्वीकार करने या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है। कूरियर/फैक्स/स्पीड पोस्ट के माध्यम से निविदा अस्वीकार कर दी जाएगी
8. कोई भी सशर्त प्रस्ताव स्वीकार नहीं किया जाएगा। किसी भी स्पष्टीकरण के लिए, आप डीआईटी, बर्ड से संपर्क कर सकते हैं या अपने प्रश्न लिखित रूप में या ईमेल के माध्यम से dit.bird.lko@nabard.org पर भेज सकते हैं। हालांकि, ऐसी संचार प्रक्रिया निविदा खोलने से कम से कम दो कार्य दिवस पहले की जानी चाहिए।

भवदीय

ह/-

(अभिषेक श्रीवास्तव)

सहा महाप्रबंधक (प्रशासन)

Technical Bid

Terms and Conditions

1. Scope of work

The successful bidder/vendor needs to provide the Supply, Installation, Testing, and Commissioning (SITC) of One (01) 10 KVA Online UPS at BIRD, Lucknow Office, Sector-H, LDA Colony, Kanpur Road, Lucknow.

2. Supply

- a. License for all the Hardware, Software Components (wherever applicable).
- b. Manuals of the Hardware and Software (wherever applicable).
- c. Media in the form of CD, DVD etc. (wherever applicable).

3. Warranty support

The successful vendor / bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him, for a period of 2 (two) years, on site from the date of installation. In case where the vendor / bidder might have to source full or part of the components or services from the OEM, the vendor / bidder shall stay responsible for the entire solution. The vendor should also take the responsibility of uploading the warranty details of the supplied Hardware soon after installation is completed and also communicate to our office on the update of the same.

4. Quality of Goods & Standard

- a. The goods to be supplied shall be of highest workmanship and quality, unused and shall be free from manufacturing defect. In case of manufacturing defect, the goods shall be replaced with a new one in seven working days.
- b. The goods shall have original packing of manufacturer.
- c. The first party after the supply of items, shall furnish a certificate from OEM to the effect that the goods supplied are as per specifications and standards given in the tender document and the bid document.
- d. The breach of the terms of the clause may result in forfeiture of Security Deposit and blacklisting of suppliers for doing business with BIRD, Lucknow.

5. Mismatch in figures and words: Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made

while filling the quotation must be attested by initials of the Vendor/Bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at BIRD's option. No advice whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. On checking, if discrepancy is found, the rates, which correspond to the total amount worked out by the vendor shall be taken as correct. In case, the rate assessed does not work out to the amount of an item or it does not correspond with the rate written either in figure or in words, then the rates quoted by the bidder/vendor in words shall be taken as correct. Where the rates quoted by the bidder/vendor in figures and in words tally but the amount is not worked out correctly the rates quoted by the Bidder/Vendor will be taken as correct and not the amount.

6. Each page of the Tender Document should be signed by the bidder in token of his / their having acquainted himself / themselves with the tender conditions as laid down. Any tender with any of the documents not so signed will be liable to be rejected. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by BIRD, Lucknow.
7. **Non-Bonafide tender:** The tender which is not accompanied by the prescribed EMD shall be called 'Non-Bonafide Tender'. Non-Bonafide tender shall not be considered for acceptance.
8. **Submission of documents:** If any of the documents is missing or unsigned, the tender may be considered invalid by the BIRD, Lucknow at its discretion.
9. **Receipt of tenders:** The tenders should be submitted by **1400 hours on 12 January 2026**. The bidder/vendor should be dropped in the tender box placed at the office of BIRD, Lucknow, in our above-mentioned office. Tenders sent by fax or email will not be accepted. In case the submission date falls on a holiday, then, the tenders should be submitted on the next working day.
10. **Late tenders:** The tender which is received after the expiry of due time and date fixed shall be called "Late Tender". Late tenders will not be evaluated. However, BIRD, Lucknow reserves its right to deal with such tenders at its discretion and the decision of the BIRD, Lucknow shall be final.
11. The price quoted for all components/products/services in the proposed

solution should be competitive (which includes buy back amount). BIRD, Lucknow reserves the right to verify the same independently and rejects bids not complying with this criterion.

12. The bidder shall be responsible for installation, commissioning & configurations of the hardware and software and related activities (unpacking, uncrating, inspection etc.). They shall ensure physical availability of all items as per the packing list. The bidder shall take necessary insurance cover at their own cost for the goods that are transported until the signing of the Machine Installation Report.
13. The Bankers Institute of Rural Development (BIRD), Lucknow does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
14. **Opening of tenders:** The tender will be opened on the same day as that of last date of submission of tender **at 1500 hours 12 January 2026 or as decided by BIRD, Lucknow,** in the presence of bid representatives, should they choose to be present.
15. **Execution of contract:** On receipt of intimation from the Employer of acceptance of his/ their tender, by way of Work Order, the successful Bidder/Vendor shall sign an agreement in accordance with the format prescribed herein and the Price Bid. A Work Order by the Bankers Institute of Rural Development of a tender will constitute a binding contract between BIRD, Lucknow and the bidder so tendering, whether such formal agreement is or is not subsequently executed.
16. **Purchase of non-judicial stamp paper:** The cost of such stamp paper is to be borne by the successful Vendor/Bidder. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act.
17. **Subletting of contract:** The Bidders/Vendors shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Bidder/Vendor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Vendor/Bidder.
18. The Bidder/Vendor must obtain for himself on his own responsibility and at

his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

19. **Firmness of rates:** The rates quoted in the tender/ offer shall be for the complete item including, supply, installation, assembling at site/ testing and commissioning at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. Bidder/Vendor must include in their rates, GST or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable, from time to time. No claim in respect of increase in any other tax, duty or levy during the duration of the contract shall be entertained by the bidder/vendor. The same will remain firm during the contract period.
20. The Bidder/Vendor shall note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rate should be correct, workable and self- supporting. The Bidder/Vendor shall carry out all works necessary for completion of work and for delivering results. No claim shall be entertained on this account.
21. Time allowed for carrying out the work shall be strictly observed by the Vendor/Bidder. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.
22. The successful bidder/vendor is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
23. The successful bidder/vendor must cooperate with the other vendor appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the BIRD's Officials.
24. **Extension of time:** If the bidder/vendor desire any extension of time for completion of work on grounds of there, having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after

the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the bidders/vendors in the execution of the work. If in the opinion of BIRD 's Officials, works be delayed by force majeure such as: (a) war/ hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons and in such cases, if any such extension of time in execution of work is granted by the BIRD, Lucknow, the extension of time will be given without prejudice to BIRD 's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Employer whatsoever on account of delay or idle labour/machinery.

25. **Compensation for delay:** The Bidder/Vendor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
26. No escalation shall be allowed on the rates of this contract. Any extra item required for proper completion of work shall be got approved from BIRD, Lucknow and shall be paid on actual labour & material cost plus 15% towards overhead & profit. Rate analysis should be submitted by the bidder/vendor for approval.
27. No mobilization advance or any type of advance shall be paid to the bidder/vendor.
28. **Stay arrangement at site:** Bidder(s)/Vendor(s) workers will not be permitted to stay at site. The bidder/vendor has to make his own arrangement of stay for his employees.
29. **Terms of Payment:** Payment under this contract shall be made as follows:

- Full and one time single payment after satisfactory supply, installation, testing & commissioning and submission of Completion Report of the captioned work and production of a single bill to the Bank as mentioned in Schedule of Quantity less Retention Money Deposit (RMD) @ 5% and other statutory deductions viz. TDS, GST-TDS, etc. No advance in any form shall be paid to the bidder/vendor.
 - The total retention money recovered from the bill shall be 5% of contract value will be retained towards defect liability period effective from the date of completion work and will not bear any interest thereon. Any defect in this period shall be rectified by the bidder/vendor at their cost. In this regard the date of successful commissioning/trial / inspection of the works at site taken in presence of BIRD's Official shall be considered as date of completion of work.
30. **Bidders/Vendors authorized representative on site:** Bidder/Vendor shall maintain at site responsible, efficient, qualified and well experienced in-charge during the contract period. Any clarifications, explanation, instructions or notices given by the Employer to such in-charge shall be deemed to be given to the bidder/vendor and shall be binding on the bidder/vendor.
 31. **Inspection of work:** The bidder/vendor shall at the instructions of the Employer within such time as notified, open up for inspection any work and should the bidder/vendor refuse or neglect to comply with such instructions, the Employer may employ other workman to open the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the bidder/vendor from any money due or which may become due to the bidder/vendor.
 32. **Notices:** Notices of the Employer, to the contractor may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the bidder/vendor by being left on the works. Notices may be served at or sent by registered post to the registered office of the bidder/vendor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.
 33. **Revision in tender:** Any request for revision of original tender rates,

specifications or conditions by a Bidder/Vendor received after opening of tenders shall not be entertained.

34. **Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer can increase or decrease any quantities to any extent or even delete particular item as per requirements and the bidder/vendor shall not be paid anything extra on this account. Nothing extra will be paid by BIRD, Lucknow on account of omission / deletion of items or decrease in the quantity of items. BIRD, Lucknow shall not entertain any claim whatsoever from the bidder/vendor on this account.
35. **Termination of contract by the Employer:** If the bidder/vendor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that they are able to carry out and fulfil the contract, and to give security, therefore, if so required by the employer. **OR**

If the bidder/vendor (whether an individual, Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the bidder/vendor, or shall assign or sublet the contract without the consent in writing of the employer first obtained. **OR**

Shall charge or encumber this contract or any payments due or which may become due to the bidder/vendor there under. **OR**

If the bidder/vendor has:

Abandoned the contract, **OR**

Failed to commence the works, or has without any lawful excuse under these

conditions suspended the progress of the works for seven days after receiving from the employer written notice to proceed, **OR**

Failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **OR**

Failed to remove materials from the site or to pull down and replace work for seven days after receiving from the employer written notice that the said materials of work were condemned and rejected by the employer under these conditions, **OR**

Neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the bidder/vendor for seven days after written notice shall have been given to the bidder/vendor requiring the bidder/vendor to observe or perform the same, **OR**

To the detriment of good workmanship or in defiance of the employer's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the Employer may, notwithstanding any previous waiver, after giving seven day notice in writing to the bidder/vendor, determine the contract but without thereby affecting the powers of the employer or the obligations and liabilities of the bidder/vendor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the bidder/vendor. And further, the Employer may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other vendor or other persons to complete works, and the bidder/vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other vendor or other person or persons

employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the bidder/vendor to remove his surplus materials, and should the bidder/vendor fail to do so within a period of 14 days after the receipt thereof by him, the employer shall sell the same by public auction, and shall give credit to the bidder/vendor for the amount realized on deducting therefrom the costs of removal and sales.

If any sum shall be due or payable to or by the employer for the values of the said plant and materials so taken possession of by the employer and the expense of loss which the employer shall have been put to in requiring the works to be completed, and the amount, if any, owing to the bidder/vendor and the amount which shall be so certified shall thereupon be paid by the employer to the contractor or by the contractor to the employer, as the case may be, and the employer's certificate shall be final and conclusive between the parties. On termination of the contract, the bidder/vendor shall forth with remove himself and his workmen from the work site.

36. **Matters to be finally determined by the Employer:** The employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, Bidder/Vendor to provide everything necessary, materials and workmanship to conform the description, assignment Of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the bidder/vendor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.
37. **Arbitration:** If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of

appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the bidders/vendors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the bidders/vendors. The Bidder/vendor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the bidder/vendor, the panel or three names as aforesaid within the period specified, the bidder/vendor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator,

as the case may be in the Award.

The employer and the contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

38. **Insurance:** The bidder/vendor is required to keep the supply/works duly insured until the Completion of the works. The insurance policy is required to be taken by the bidder/vendor; from commencement to completion of works for a value of 1.25 times the contract value. The bidder/vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening etc. and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation: For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the bidder/vendor and ending with successful commissioning of the work.

39. **Indemnity clause:** The bidder/vendor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges & expenses whatsoever in respect of or in relation thereto.
40. The bidder/vendor shall observe all the safety precautions for the safety of the labour and the employees of the BIRD, Lucknow, during execution of works. He would be responsible for the safety of persons employed by him.
41. The Bidder/vendor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.
42. BIRD, Lucknow shall not bear any responsibility in case of any accident to his

worker in the premise due to no fault of BIRD's working but merely due to negligence of his worker or lack of safety provided to them by the bidder/vendor.

43. Tender should be submitted duly signed with date in the enclosed blank proforma of the schedule of items. Rates should be quoted both in figures and words. Violation of this condition may lead to rejection of the quotation.
44. Tender should be sent in sealed cover, which should be superscripted with the word “Tender - Supply, Installation, Testing, and Commissioning (SITC) of One (01) 10 KVA Online UPS ” at BIRD, Lucknow.
45. Tender shall remain valid for a period of three months from the date of opening of price bid. The rates shall be firm till the completion of the work and no escalation on any account will be allowed.
46. The rates should be inclusive of all relevant transportation charges etc. and for all the accessories required for the completion of the work. No extra amount will be paid for whatsoever. All fluctuations in prices of all materials & labour shall be borne by the vendor.
47. Applicant shall quote the rate after carefully observing the site condition, nature of work and quote accordingly. Payment shall be made as per actual work done. No extra payment shall be done over and above quoted unit rate.
48. The vendors shall examine the site and should thoroughly acquaint themselves with the nature of the work to be done, working conditions, period of permissible execution of the works.
49. Vendors should arrange for the necessary materials required for carrying out the work, including transportation, loading, unloading, payment of all taxes, duties etc. levied by the Government or local bodies.
50. During execution of the work, any damage to the property of BIRD, Lucknow is to be rectified by the vendors as per the directions of the BIRD, Lucknow or otherwise BIRD, Lucknow may get the same rectified at the risk and cost of the vendors.
51. The work will be carried out as per the BIRD's enclosed specifications and conditions of the contract, as provided in the quotation documents, which may be inspected at every stage.
52. The works shall be normally carried out during working hours. However, if

required to be done after office hours, prior permission may be obtained for working after working hours/holidays and Sundays without causing any disturbance to the occupants.

53. Electricity shall be supplied by BIRD, Lucknow free of cost at one point from where the vendor shall make his own arrangements to take supply line wherever required through cables, wires, switch gear, etc.
54. **Completion time:** The Supply shall be completed within 30 days from the date of issue of work order. No extension time will be allowed, except for conditions considered by BIRD's Authorities to be beyond the control of the Vendor on receipt of written application from him at least three days before expiry date, otherwise clause 15 may be automatically enforced and binding on him.
55. **Defects Liability Period:** 24 months shall be the defects liability period from the date of actual completion of work. Further, any repair /replacement of equipment when found faulty would be repaired /replaced by the vendor.
56. **Liquidated Damages:** If the vendor fails to complete the works by the date stated or within any extended time, the vendor shall pay or allow the employer to recover a sum of 0.25% of tendered cost per week subject to the ceiling of 7.5 % of the agreed value as liquidated damages for the period during which the said work shall so remain incomplete and employer may deduct such damages from any money due to the vendor.
57. **Retention Money Deposit (RMD):** A security for the due fulfilment of the contract by the vendor, 5% of the value of work done will be deducted from each payment. The RMD will be Security Deposit. The security deposit will be released after rectification of the defects pointed out, if any during defects liability period i.e. 36 months after the date of completion of work. The EMD amount would be adjusted with RMD at the time of deducting RMD.
58. **BIS (Bureau of Indian Standards) / ISI** specifications should be followed wherever applicable.
59. **Payment terms:** The first & final bill be paid on satisfactory completion of work done based on actual measurements.
60. In any case, of any dispute, the decision of the BIRD, Lucknow shall be final.
61. Failure to observe any of the instructions in any clause of the quotation may

lead to the rejection of the quotation.

62. **Safety Code:** as per Annexure-A should be observed.
63. If during the execution of the work, the progress of the work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then BIRD, Lucknow may terminate the work order by giving a final notice to the vendor.
64. The Vendor shall not disclose directly or indirectly any information, materials and details of the BIRD's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Vendor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall indemnify the BIRD, Lucknow for any loss suffered by the BIRD, Lucknow as result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on part of the Vendor and BIRD, Lucknow shall be entitled to claim damages and pursue legal remedies.
65. Dispute of any shall be resolved with mutual discussion failing to which the matter shall be returned to arbitration as per Arbitration and conciliation Act (as decided from time to time).
66. The EMD is kept at ₹ 6,000/- which needs to be deposited with the quotation format as online transfer only to our Axis Bank CA: Details are as follows:
 1. Account number: 921020044058630
 2. IFSC Code: UTIB0000053, Address: Axis Bank Main Branch MG Road, Lucknow, 226001
67. EMD of successful tenderer will be adjusted with RMD at the time of deducting RMD and RMD will be kept as security deposit for 02 years (till the warranty period).
68. If the bidder leaves the work incomplete the no payment will be made for any amount.

Declaration by the bidder:

I/we hereby declare that I/we have read and understood the above instructions from Para 1 to Para 68 to the bidders and that the same are binding on me/us.

Name and Address of the Vendor

Signature with date and seal

(To be signed on a Non-Judicial Stamp Paper of 100/- to be submitted by the vendor within 07 days of issue of work order)

Articles of Agreement

ARTICLES OF AGREEMENT made this _____ day of _____ between the Bankers Institute of Rural Development (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Bidder/ Vendor”) of the other part.

WHEREAS the Employer is desirous of executing the work viz., “**Supply, Installation, Testing, and Commissioning (SITC) of One (01) 10 KVA Online UPS**” at BIRD, Lucknow”, Sector-H, LDA Colony, Kanpur Road, Lucknow-226 012.

AND WHEREAS the bidder/vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the bidder/vendor will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
3. This Agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
5. The Bidder/Vendor shall afford every reasonable facility for carrying out of all works of other Vendor employed by the Employer and shall make good any damage done to any infrastructure after the completion of such works.
6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Bidder/Vendor hereby agrees to complete the entire work within 30 days from the date of issue of work order subject nevertheless to the provision for extension of time.

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have the jurisdiction to determine the same to the exclusion of all other courts.
9. That the bidder/vendor has visited the site and fully understood the existing conditions of site for execution of work.
10. That the several parts of this contract have been read by the Bidder/Vendor and fully understood by the Vendor/Bidder.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Bidder/Vendor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written. (If the –bidder/vendor is a company).

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the Bankers Institute of Rural Development, by the hand of Shri (name and designation) _____ in the presence of

(1) _____
Address

(2) _____
Address

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners

SIGNED AND DELIVERED BY _____
in the presence of

(1) _____
Address

(2) _____
Address

Witnesses

THE COMMON SEAL of

If the vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on __
In the presence of

(1) _____

(2) _____

Directors, who have signed these presents
In token thereof in the presence of

(1) _____

(2) _____

Signed and sealed by the vendor by the hand
of Shri _____
and duly constituted attorney.

If the vendor is signing by the hand of power of attorney, whether a company or individual

ANNEXURE - A

SAFETY CODE

1. An injured person shall be taken to a hospital without loss of time in cases where the injury necessitates hospitalization.
2. Hoisting machines and tackle if used in works, including their attachments, anchorage and supports shall be in perfect condition.
3. Inflammable and hazardous items shall not be allowed near the working site.
4. Only ISI marked 3 pin plug and other appliances, and equipment shall be used.
5. Electrical power cables/ wires used shall not have any joints and shall be properly rated.
6. Any debris/ waste generated from the work shall be collected on daily basis, removed from the site and stored at the designated place in proper manner.

Annexure-B

Technical Specification (Minimum) 10 KVA Online UPS

Sl	Item Specification			Whether fulfilled (Yes /No)
1	Voltage Range	Low Line Loss	110 VAC \pm 3 % at 50% Load; 176 VAC \pm 3 % at 100% Load	
		Low Line	Low Line Loss Voltage + 10V	
		High Line Loss	300 VAC \pm 3 %	
		High Line Comeback	High Line Loss Voltage - 10V	
2	Frequency Range		46Hz ~ 54 Hz @ 50Hz system 56Hz ~ 64 Hz @ 60Hz system	
3	Phase		Single phase with ground	
4	Power Factor		> 0.99 at 100% Load	
Output				
5	Output voltage		208/220/230/240VAC	
6	AC Voltage Regulation		\pm 1%	
7	Frequency Range (Synchronized Range)		46Hz ~ 54 Hz @ 50Hz system 56Hz ~ 64 Hz @ 60Hz system	
8	Frequency Range (Batt. Mode)		50 Hz \pm 0.1 Hz or 60Hz \pm 0.1 Hz	
9	Overload	AC mode	100%~110%: 10min、 110%~130%: 1min、 >130% : 1sec	
		Battery mode	100%~110%: 30sec、 110%~130%: 10sec、 >130% : 1sec	
10	Current Crest Ratio		3:1 max	
11	Harmonic Distortion		\leq 3 % @ 100% Linear Load; \leq 6 % @ 100% Non-linear Load	
Efficiency				
12	AC mode		> 90%	
13	Battery Mode		> 89%	
Battery				
14	Standard Model	Type & Numbers	12 V / 26 Ah x 18	
		Recharge Time	9 hours recover to 90% capacity	
		Charging Current	Default : 1 A \pm 10% Max.: 2A \pm 10%	
		Charging Voltage	14.4 V \pm 1%	
15	Warranty		02 Years including batteries	

Approved make: Make: APC/Luminous/ Numeric/Emerson/ Eaton or equivalent

(Price Bid)

Supply, Installation, Testing & Commissioning (SITC) of 01 (one) 10 KVA Online UPS at BIRD, Lucknow

UPS Make :

UPS Model :.....

S. No.	Item Description	Qty.	Unit Price (₹)	Total Price (₹)	GST (₹)	Total Price including GST (₹)
1.	10 KVA online UPS System	01				
2.	12V 26 AH SMF battery (Sealed Maintenance Free Battery) Make: Exide/Amaron	18				
3.	Battery Rack (Iron)	01				
Total Amount including GST						
Total Amount in words including GST:						

Date: _____

Place: _____

Signature of Vendor with Seal