

**Request for Proposal for procurement of 3x150KVA UPS
with SMF Batteries at StockHolding**

Stock Holding Corporation of India Limited
(*StockHolding*)



RFP Reference Number: CPCM-28/2026-27

GEM Reference Number: GEM/2026/B/7814178

Date: 21-Jul-2026

**REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF 3x150KVA UPS & SMF BATTERIES ALONG WITH 5 YEARS
WARRANTY AT STOCKHOLDING'S MAHAPE OFFICE.**

Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (*StockHolding*), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by *StockHolding* to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. *StockHolding* makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. *StockHolding* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-28/2026-27
3	Requirement	Supply, installation, testing and commissioning of 3x150KVA UPS and SMF Battery with 5 years Warranty along with buyback of the existing UPS and batteries.
4	Interest free Earnest Money Deposit (EMD) [*]	Rs. 5,00,000/- (Indian Rupees Five Lakhs only) to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit. It should be submitted separately before submission of online bids by way of RTGS/NEFT on StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on CPCM@stockholding.com .
5	Email Id for queries up to Pre-Bid Meet	CPCM@stockholding.com
6	Date of Issue of RFP Document	21-Jul-2026
7	Date, Time and place for online Pre-bid meeting	31-Jul-2026 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 30-Jul-2026 05:00 PM
8	Last Date for Submission of Online Bid	11 th August, 2026 3:00 pm
9	Date of opening bid	11 th August, 2026 3:30 pm

[*] - Bidders registered under Micro, Small and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.

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Overview

StockHolding has its registered office at Mumbai, main operations office at Navi Mumbai and operates through its over 200 retail branches all over India.

Submission of Proposal:

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), from bidders having sufficient experience in supply, installation, testing and commissioning of 3x150KVA UPS and SMF Batteries.

Submission of Bids:

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -

1. Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

Objective of the RFP

Objective of this RFP is to procure 3x150KVA UPS and SMF Batteries with 5 years Warranty along with buyback of the existing UPS and batteries.

Technical specifications are mentioned in the Annexure – 3.

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of *StockHolding* in this regard will be final and conclusive and binding.

Cost of Bidding:

The bidder shall bear all costs associated with preparation & submission of its bid and *StockHolding* will in no case be held responsible or liable for these costs, regardless of conduct or outcome of the bidding process

Clarifications regarding RFP Document:

- Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to *StockHolding* for necessary clarifications.

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- A bidder may obtain clarification for their queries on this RFP via email to CPCM@stockholding.com
- *StockHolding* shall not be responsible for any external agency delays.
- *StockHolding* reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, *StockHolding* may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders' queries, etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
- *StockHolding* reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on *StockHolding*.
- StockHolding reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of StockHolding shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.
- It may be noted that bidder mentioned in the document may be either OEM/Distributor/System Integrator (SI).

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A. Bids Preparation and Submission Details

1. Eligibility/Technical Bid (Annexure – 2 & Annexure - 3)

- a. The required documents for Eligibility Criteria must be submitted (uploaded) online on GeM portal. Eligibility Criteria documents should be complete in all respects and contain all information asked for in this RFP document
- b. Bidder will need to submit their proposed models with details in technical bid. If proposed model does not meet our specifications then StockHolding has discretion to reject the proposed model.
- c. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- d. No indications pertaining to price or commercial terms should be made in the Technical Bid submission.
- e. No open ended / conditional bid shall be entertained and is liable for rejection.

2. Commercial (Indicative Price) Bid

- a. The bidder will submit Commercial (Indicative Price) Bid must be submitted (uploaded) online on GeM portal. (refer **Annexure - 4**)
- b. The final price (L1) will be decided based on the lowest bid received.

3. Submission of Bids

- a. The required documents for Eligibility Criteria and Technical Bid, Commercial (Indicative Price) Bid must be submitted (uploaded) online on GeM portal. Technical Bid and Commercial (Indicative Price) Bid should be complete in all respects and contain all information asked for in this RFP document
- b. If Tender Fee and Interest Free Earnest Money Deposit (EMD) is not submitted by bidder / received by *StockHolding* in the form of NEFT prior to the last date of submission of bids as mentioned in this RFP, bidder will not be eligible to participate in this RFP.
- c. The offer should be valid for a period of at least 90 days from the date of submission of bid.
- d. The bidder shall fulfil all statutory requirements as described by the law and Government notices. The bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify *StockHolding* against all such liabilities, which are likely to arise out of the bidders failure to fulfil such statutory obligations
- e. The bidder shall be solely responsible for any injury, damage, accident to the workman employed by the bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- f. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
- g. All employees engaged by the bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost
- h. The Tender Fee Interest free EMD should be deposited in StockHolding's bank account on or before the bid submission date.

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- i. Bidders are advised to submit their online Eligibility and commercial bids well before last date of submission.

B. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Noncompliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *StockHolding* would be final and binding on all the bidders to this document.

StockHolding may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*.

- a Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

Evaluation Process

Stage 1- The 'Eligibility Criteria bid document' and 'Technical Compliance' will be evaluated and only those bidders who qualify all the requirements will be eligible for 'Commercial Bid'.

Stage 2- For only those bidders who have been found eligible in Stage 1, shall be invited for "Commercial Bid" evaluation.

Eligibility Criteria Evaluation (Stage 1)

The bidder meeting the Eligibility Criteria as per **Annexure - 2** and Technical Compliance as per **Annexure – 3** will be considered for Commercial evaluation. Any credential/supporting detail mentioned in "Annexure 2 – Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

StockHolding may seek clarifications from any or each bidder as a part of the evaluation process. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective eligibility/technical compliance parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by StockHolding.

Eligibility Criteria-

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the

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Technical Compliance. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Criteria (Documents to be submitted online along with Technical Compliance)-

Table A:

SN	Criteria	Documents to be submitted by bidder
1	The bidder could be a registered proprietorship /Partnership/Company having minimum of 7 years of experience for the supply, installation, testing and commissioning of UPS Systems.	Documentary Proof to be attached (Certificate of registration and PO Copies) and Self-declaration from bidder on their letter head duly signed by authorised signatory for experience.
2	The bidder should have an average annual turnover of at least Rs. 50 lakhs per annum for the last 03 (three) financial years (2022-23, 2023-24 and 2024-25). It should be of the individual bidder and not of Group of Companies	Copy of CA certificate mentioning the annual turnover over the past 3 years
3	The Bidder should have Positive Net worth of minimum Rs. 50 lakhs for each of the last 03 (three) audited financial years (2022-23, 2023-24 and 2024-25).	Copy of CA Certificate for Net Profit over the past 3 years
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	Bidder should have supplied a minimum of 3 nos. UPS of 150 KVA or higher capacity to Government/Enterprise/Corporate customers in India during the last 3 financial years. Note: Contract / Work Order which is still active and not closed can also be shared.	PO & satisfactory performance/ completion certificate should be attached and signed by Authorised signatory
6	Bidder must have authorization certificate from the OEM (if itself not an OEM) for the past three years (from RFP date) in a row.	Certificates from OEM (MAF) to be submitted.
7	Bidder/OEM should have support office in the MMR Region	Bidder/OEM to provide list of office address along with contacts.
8	Bidder to provide Service Escalation Matrix on OEM letterhead with sign and stamp	Certificate from OEM to be submitted.
9	The Bidder is to submit the following documents (signed and stamped): (a) Bidders Profile (Annexure -1) (b) Technical Compliance (Annexure 3)	Duly signed and stamped annexures are to be uploaded.

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	(c) Integrity Pact (Annexure – 5) (d) Compliance statement (Annexure 6) (e) Manufacturer Authorization Format (Annexure 7) (f) Undertaking cum Indemnity (Annexure 11)	
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Technical Bid Evaluation (Stage 2)

The Technical bids of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. *StockHolding* may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the *StockHolding*.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Sl. No	Parameter	Scores	Min. Scores	Max. Scores
1	The Bidder having an average annual turnover of at least ₹ 50 Lakhs per annum for all the last 03 (three) audited financial years i.e. 2022-23, 2023-24 and 2024-25. It should be of the individual bidder and not of Group of Companies. Valid Document: Certificate from CA mentioning annual turnover or Balance Sheet for last three financial years.	• Greater than equal to ₹ 50 lakhs and less than ₹4 cr. - (12 Marks) • Greater than equal to ₹ 4 cr. and less than ₹8 cr - (16 Marks) • More than ₹ 8 crores - (20 marks)	12	20
2	Bidder should have supplied a minimum of 3 nos. UPS of 150 KVA or higher capacity to Government/Enterprise/Corporate customers in India during the last 3 years from the date of publication of this RfP. Note: Contract / Work Order which is still active and not closed can also be shared. Valid document: 1) Copy of orders 2) Completion /Satisfactory Performance Certificate	• 3-6 nos: (18 Marks) • 6-9 nos: (24 marks) • More than 9 nos: (30 Marks)	18	30

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3	The bidder should have a minimum of 7 years of experience as of bid issue date in providing end-to-end UPS System solutions, including deployment and maintenance of these systems Valid Document: Copy of Certificate of Incorporation issued by the Registrar of Companies / Ministry of Corporate Affairs and Self declaration by the bidder on it Letter Head duly signed by the Authorized Signatory and PO Copies supporting the claim.	• >=7 Years and < 9 Years (12 Marks) • >=9 Years and < 12 Years (16 Marks) • > = 12 years (20 Marks)	12	20
4	Past Experience of similar works. Similar work would mean electrical works involving the supply, installation, testing and commissioning of UPS Systems during the last 3 years from the date of publication of this RfP. Valid Documents: Purchase Order Copies	1) The contractor should have executed a minimum 3 (three) similar works contract value of each, not less than Rs. 40.00 Lakhs or 2 (two) works contract value of each, not less than Rs. 50 Lakhs or minimum 1 (one) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy should be enclosed. (18 marks) 2) The contractor should have executed a minimum 6 (six) works contract value of each, not less than Rs. 40.00 Lakhs or 4 (four) works contract value of each, not less than Rs. 50 Lakhs or minimum 2 (two) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy and work completion certificate should be enclosed. (24 marks) 3) The contractor should have executed a minimum 9 (nine) works contract value of each, not less than	18	30

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		Rs. 40.00 Lakhs or 6 (six) works contract value of each, not less than Rs. 50 Lakhs or minimum 3 (three) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy and work completion certificate should be enclosed. (30 marks)		
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Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- The technical score will be allotted by StockHolding to each bidder against each section and will be considered final.
- Technical proposals will be evaluated based on the total marks obtained across all technical evaluation criteria. Only those bidders who achieve a minimum cumulative score of **60 marks** in the technical evaluation will qualify for the commercial bid evaluation.

Commercial Bid Evaluation (Stage 3)

The Commercial offers of only those Bidders, who are short-listed after evaluation in Stage 1, would be opened. The format for quoting commercial bid set out in Annexure 4- “Commercial Bid Format”.

StockHolding may accept or reject the offer without assigning any reason what so ever at any stage of bid evaluation.

The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*.

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1. Scope of Work (SOW) / Service Level Agreement (SLA)

A. Requirement

Replacement and Procurement of 3x150KVA Building UPS at Mahape Administration building with new UPS and SMF Battery along with 5 years Warranty.

B. Scope of Work (SOW)

- a) Design, Supply, install, testing and commissioning of New 3 X 150 KVA UPS in minimum 200 KVA frame size along with separate 12V SMF 200Ah Battery bank in Rack for each UPS for 10 minutes back up time (150KVA load at 0.9 PF) with 5years warranty, this new supplied UPS along with Battery bank should needs to be communicated on existing BMS system.
- b) DC cabling from UPS to SMF battery should be new and Bidder to consider in the scope.
- c) Buyback scheme for of existing 4 X 120 KVA monolithic UPS along with SMF batteries, DC cabling, DC link at Mahape location and 40KVA UPS along with SMF batteries, DC cabling, DC link at Center Point location.
- d) Dismantling of existing UPS and batteries and placement of New UPS along with 3 sets of 200Ah 12V SMF batteries with 10 min backup.
- e) Input and Output cabling to be used as existing one. Cabling removal and refitment is part of scope of work.
- f) Training to be given to existing Facility maintenance team.
- g) The bidder shall guarantee that the battery bank provides the 10-minute backup at 100% load throughout the 5-year warranty. If during a discharge test, the capacity is found to be below 80% of the rated capacity within the warranty period, the bidder shall replace the entire affected string at no cost.
- h) The bidder must submit a step-by-step Method of Procedure (MOP) for the 'One-by-One' replacement of the 120 KVA units. This must include a risk mitigation plan for 'Static Bypass' operations and be approved by the StockHolding technical team 7 days prior to execution.
- i) The bidder shall maintain a 'Critical Spare Kit' at the Mahape site or a local warehouse within 20km. This kit must include at least one Power Module, one Static Bypass Switch, Inverter/Rectifier Control Cards, and Cooling Fans.
- j) The bidder is responsible for the environment-friendly disposal of the old SMF batteries under the 'Batteries (Management and Handling) Rules' of India. A valid Disposal Certificate from a registered recycler must be submitted to the client to close the Buyback obligation.

C. General Requirements:

The general requirements applicable are given below. Other than these requirements, depending on the site conditions, the bidder may propose appropriate changes in other requirements. However, the responsibility towards successful installation and commissioning and smooth running rests with bidder only.

- a) The solution shall comprise of supply, installation, testing, commissioning training and handing over of all materials, equipment, hardware, software, appliances and necessary

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labour to commission said system complete with all the required components strictly as per the latest IS, IEC, IEEE, ASHRAE, ASHRAE TC9.9 2017, NBC etc. codes.

- b) Also, the scope includes the supply, installation & commissioning of any material or equipment including civil works, electrical work that are not specifically mentioned in the specifications and design details but are required for successful commissioning of the project.
- c) The bidder shall provide detailed design, documentation, make, and model, efficiency including user, system and operation manuals along with the necessary diagrams, design drawings and details bifurcation of Bill of Quantity (BOQ) along with details description. Design drawing should include but not limited equipment sizing and selection along product selection calculations etc. with clear sectional drawings.
- d) The bidder shall take the necessary clearance / approval from StockHolding for the drawings, design, quality of material, make and model of the quoted material etc. prior to the execution of the project.
- e) The scope of installation, configuration, integration and commissioning shall mean to install and configure all components and subsystems integrating the Building Management System with the required components, integrating the entire facility and make the system operational as per scope of work.
- f) Factory Test Reports:
Bidder shall provide factory test report for all products after testing each parameter of products as per their standard test procedure.
 - UPS
 - 12 V 200Ah SMF battery
 - If required Stockholding may present during FAT testing.

D. Design UPS along with 12V 200Ah SMF Battery system

The bidder so finalized would be required to make the necessary shop drawings within the layouts so as to arrive at a final scheme in line with the requirements and in accordance with the requirements of Indian standards, IEC, IS, IEEE, NBC etc. However, no change whatsoever in the price schedules would be allowed after the award of the work and the price shall remain firm throughout the project and the entire works are to be executed within the quoted price schedules.

The shop drawings during execution should include the following, but is not limited to,

- a) Floor plan with design layout and detailed drawings, showing necessary sections etc.
- b) Layout of UPS Room
- c) Technical Details of UPS and 12V 200Ah SMF Battery

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E. Requirements towards Civil/Interior work

- a) House Keeping: The bidder is responsible for keeping the site clean and deep cleaning by removing all the debris etc. every day, using adequate covering/tarpaulin sheets etc. to cover the any areas required (client property etc.). All cleaning equipment's like heavy duty vacuum cleaners etc. to be according to the approval.

F. Requirements towards Electrical Work

- a) UPS System:
 - i Existing UPS of 4 X 120 KVA along with SMF batteries needs to be taken as by back. Existing UPS make is of DB Power with monolithic construction. Batteries are three years old. These are on MS stand. Bidder to consider entire thing for by back including DC breaker, DC cabling, MS stand etc.
 - ii Bidder to use existing input as well as output panels along with existing cabling.
 - iii Bidder to consider UPS removal, cabling disconnection, battery removal etc. job one by one without interrupting the existing set up. Existing UPS are operating at 15-20% of load only. During commissioning of new entire system if required planned shutdown will be given during OFF day and this will be only one day i.e. 24 hours.
 - iv New Requirement -Modular UPS -Location of these new 3 X 150 KVA UPS with minimum frame of 200 KVA UPS along with 12v SMF battery rack will be in UPS room at ground floor. Bidder to consider exiting AC cabling for UPS input as well as output whereas DC cabling as per product requirement is in the scope of Bidder. The UPS and associated equipment shall operate in conjunction with a primary power supply and an output distribution system to provide quality uninterrupted power for mission critical, electronic equipment load.
 - v Each UPS Frame shall be sized for $kW = kVA \text{ load}$ i.e. Unity Output Power Factor with no derating at 40 Degrees Celsius. Design of UPS should be Insulated-gate bipolar transistor (IGBT) rectifier and 3 level IGBT inverter switching with double conversion as per IEC 62040-3 operating modes. Inverter Switching Frequency shall be $\geq 18 \text{ kHz}$ to keep the noise minimum. Inverter shall be PWM controlled using DSP logic. Analog control shall not be acceptable. Each UPS shall be of modular architecture with Power Unit & removable sub power modules rating from 25 kW to 60 kW achieve highest system protection. Failure of any sub power module in individual.
 - vi UPS Frame shall not lead to entire Frame Capacity down but only the failed sub power module capacity shall go down. i.e. In case of Failure of any one Sub Power module, rest of the available power module in the frame shall continue to operate in normal double conversion mode of operation with reduced capacity. This shall also be applicable to all UPS's operating in parallel configuration. The UPS shall be housed in a freestanding cabinet with casters and shall contain Input, Output, Static Bypass isolator. Steady state voltage regulations will be within 1% of nominal output voltage, linear load harmonics distortion should be less than 3% and non-liner load harmonics distortion should be less than 5%. UPS should be capable of 100% unbalanced load. Efficiency of UPS should be minimum 95% from 25% to 95% in double conversion mode. Noise generated by UPS under normal steady state condition should not be more than 70 DB as per ISO 7779. UPS should be ROHS complied product.
 - vii All serviceable components to be from front. UPS display should show the battery status monitoring, UPS mode, Alarm (Audio and visible), Events etc. The UPS

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communication capability should be able to integrate into any industry standard Building Management System (BMS). Adequate protections for UPS, for rectifier, bypass, battery, battery against overload, short circuit, battery over charging, battery over discharging, transients, surges (as per IEEE 587) etc. needs to be considered as per IEC 62040-1. Built in SNMP card, MODBUS TCP IP, Dry contacts card to be standard feature in UPS. The UPS shall be having self-regulating and self-protection against Over voltage, Powerline surges, under voltage and overcurrent induced by the mains, Sudden changes in the output load and short circuits at the output, Transient, surges, voltage spikes shall be suppressed. Critical Cards within UPS which are directly exposed to air should be conformably coated to protect the UPS from Moisture and Conductive dust. IP rating of Min IP 20. It must be possible the connection of minimum 4 units of same size to set up a distributed parallel system, in order to increase system capacity or achieve system redundancy. Parallel control logic must ensure a high load sharing accuracy (less than 5% of nominal power) and no single points of failure. That is a distributed control design must be implemented (no master/slave architecture), so that any failure in one equipment won't impact operation of the whole parallel system. Parallel control connections must provide high noise rejection. UPS to Battery Inter connecting cables, Links- Racks and standard accessories, Connections to the Incoming terminals will be provided and is part of scope of bidder and take the load from Outgoing terminals of the UPS. All other equipment necessary to operate the UPS is in the scope of the Vendor. The UPS shall be housed in freestanding cabinets. The mechanical structure of the UPS shall be sufficiently strong and rigid to withstand handling and installation operations. The sheet metal elements in the structure shall be protected against corrosion by a suitable treatment, such as zinc electroplating, bi-chromating, epoxy paint, or an equivalent. The UPS shall be designed for forced air cooling. Air inlets shall be provided from the front bottom of the UPS enclosure. Air exhaust shall be from the top portion of the unit. STANDARDS - Product should confirm to minimum applicable standards as IEC 62040-3 UPS PERFORMANCE, IEC 60950-, CE, VDE.

- viii The bidder guarantees the availability of spare parts and power modules for a minimum period of 10 years from the date of commissioning. If the specific model becomes obsolete within the 5-year warranty period, the bidder shall replace the entire system or upgrade it with a compatible current model at no additional cost to StockHolding.

2. UPS and Battery Specifications

A. UPS Input:

AC input nominal voltage	340/380/400/415/440/460 VAC, three phase 50 Hzs, 5 wire (L1+L2+L3+N+G)
AC input voltage window	340V to 460V(@ 400V)
Input frequency range	49-51Hz
Input Power Factor	> 0.99 at 100% load
Input Current Distortion	< 4% at 100% load

B. UPS Output

Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

AC Output Nominal Output	(Customer configurable)-380VAC, 400VAC or 415VAC, Three phase five wire, 50 Hz
AC output voltage distortion	Max. 2% @ 100% linear load, Max. 5% @ 100% non-linear Load
AC output voltage regulation (Static)	+/-1%
Voltage Transient Response	+/- 8% maximum for 100% load step
Voltage Transient Recovery	within < 50ms recovery time
Output Voltage Harmonic Distortion	<3% THD maximum for a 100% linear load <5% THD maximum for a 100% non-linear load
Overload Rating- Online	125% - 1 minute; 150% - 10 Sec
System AC-AC Efficiency	Greater than 95% from 25% load to 75% load in Double Conversion Mode
Output Power Factor Rating	unity power factor KVA=kW @ 40 Degree Celsius without any de rating from 0.8 lagging to 0.9 leading
Output frequency	50 +/- 1Hz tracking
Output connectors	Three phase: Hardwire 5-wire (3 Phase + N + G)

C. ENVIRONMENTAL

Operating Ambient Temperature	0B+ 20 to +30°C
Relative Humidity	1B0 to 95% non-condensing
Operating altitude	
Audible noise	2B<70 dbA
Conformal coating PCBs	3BRequired

D. Battery Specifications

Technical Compliance Sheet: 12V 200Ah VRLA-SMF Battery

Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
1.0	Core Technology	VRLA-AGM (Sealed Maintenance Free)		
1.1	Nominal Capacity	200Ah at C10 rate to 1.75VPC at 27°C		

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Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
1.2	Nominal Voltage	12V per block		
1.3	Minimum Weight	Minimum 60.0 kg (excluding packaging)		
1.4	Mfg. Date	Not older than 90 days from delivery date. All batteries must have the manufacturing month and year permanently embossed or hot-stamped on the battery container. Printed stickers or ink-jet markings are not acceptable as proof of age.		
1.5	Container	High-impact PPCP (Fire Retardant)		
1.6	Internal Resistance	$\leq 3.5 \text{ m}\Omega$ for a fully charged battery		
1.7	Self-Discharge	< 3% per month at 27°C		
1.8	Terminals	Threaded Lead-plated Copper (L-Type/Bolted)		
2.0	Warranty Term	60 Months (5 Years) Full Replacement		
2.1	Warranty Type	No Pro-Rata. 100% Free Replacement Under no circumstances shall the vendor apply "Pro-rata" calculations (charging the user for the period used) if a failure occurs within the 60-month window		

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Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
2.2	Service Support	On-site within 48 hours of complaint		
2.3	Replacement	If capacity falls below 80% during warranty		
3.0	Certification	ISO 9001, ISO 14001, and IS 15549		
3.1	Documentation	Factory Test Report + Stamped Warranty Card		

E. Bidder to submit GTP (Guaranteed Technical Particulars) for UPS in below format

Sr. No	Description	Requirement	Bidder to Specify for 150 KVA
1	MODEL	please specify	
1.1	TECHNOLOGY	IGBT Rectifier & IGBT Inverter, Microprocessor based, true online double conversion, Online Transformer free Technology ,Modular Technology	
1.2	Inverter	IGBT	
1.3	Rectifier	IGBT	
1.4	Max. Permissible Non-linear loads	100%	
1.5	Max. unbalanced load	100%	
2	PHYSICAL Dimension & Weight		
2.1	Construction	Compact. Modular design	
2.2	UPS Floor Space		
2.2	Ventilation	Specify	
2.3	UPS Dimension & weight		
	Length in MM	Specify	
	Width in MM	Specify	
	Height in MM	Specify	

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	Weight in kgs	Specify	
3	INPUT		
3.1	Voltage	380V -400V- 415V -433V	
3.2	Voltage range	340 to 460V	
3.3	Frequency	50 Hz	
3.4	Frequency range	+/- 5 Hz	
3.5	Ripple content	<1% with battery connected	
3.7	Input Power Factor		
	100%	0.99	
	75%	0.99	
	50%	0.99	
	25%	0.98	
3.8	Current Harmonic on source		
	100%	<3%	
	75%	<5%	
	50%	<5%	
	25%	<10%	
3.9	Maximum current without Battery Charging	Amps	
4	OUTPUT		
4.1	Voltage	380/ 400/ 415 V	
4.2	KW=KVA		
4.3	Voltage regulation		
	Balanced	+/- 1%, 3 Ph. + N	
	Un Balanced	+/- 3%, 3 Ph. + N	
4.4	Power Factor	0.8lag - unity- 0.98 lead (Derating of UPS not acceptable in this range)	
4.5	Frequency	50Hz	
4.6	Frequency range	+/- 0.5 Hz	
4.7	Frequency synch. range	0.25 to 3 Hz	
4.8	Transient output voltage variation for 100% block loading	+/-2%	
4.9	Recovery time for 100% block load	< 5 mill second (ms)	
4.11	Wave form	Sinusoidal	
4.12	Total Voltage Distortion output side		
	Linear load	< 2 %	
	Non-Linear load	< 3 %	
4.13	Crest Factor	3:1	
4.14	Phase Displacement		
	a) Balanced load	120 +/- 0.65°	
	b) 100 % Unbalanced load	120 +/- 2°	

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4.15	Inverter Efficiency		
	c) 100 %	Specify	
4.16	Overall Efficiency for UPS		
	b) 50 %	95 %	
	c) 75 %	95 %	
	d) 100 %	95 %	
4.17	Efficiency of UPS in Battery Operations		
	b) 50 %		
	c) 75 %		
	d) 100 %		
4.18	Overload		
	a) 125 %	10 minutes	
	b) 150 %	10 Sec	
4.19	Short circuit Capability	Bidder to Specify	
5	BUILT IN STATIC BYPASS	Required	
5.1	Inverter and Static Bypass change over time	Specify	
5.2	Fuse @ static bypass	No as per IEEE standards.	
5.3	Short circuit Capability	Bidder to Specify	
5.4	Overload	Specify	
5.5	Transfer time	Less than 5 ms	
5.6	Manual Bypass inside UPS only (input/output)	Required	
6	DC CHARACTERISTIC		
	Battery backup to be calculated at unity pf.		
6.1	VAH	Specify	
6.1	DC bus voltage	Specify	
6.2	DC Current	Specify	
6.3	No. of cells with AH	Specify	
6.4	battery voltage	Specify	
6.5	End. Cell voltage	Specify	
6.6	Float voltage	specify	
6.7	DC current at 100% load	specify	
6.8	Charging current	specify	
6.9	Charging time		
6.1	True autonomy / measurement	Software on SNMP & UPS monitor panel	
6.11	Temp. compensated charger	Required/ Mandatory	
6.12	Automatic battery load test	Required/ Mandatory	

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6.13	Battery Breaker with protection	Required/ Mandatory	
	Required Battery Back Up	10 Minutes	
7	PROTECTION		
7.1	Overload (O/L)	Required	
7.2	Short circuit (SC)	Required	
7.3	Input low voltage	Required	
7.4	Output over voltage	Required	
7.5	Battery over charging	Required	
7.6	Battery over discharging	Required	
7.7	IP Protection		
7.8	DC over current Protection		
8	ENVIRONMENTAL		
8.1	Ambient temperature range	0 to 40° C	
8.2	Relative humidity	95 % RH	
8.3	Max. operating altitude without derating	0 M above MSL	
8.4	Acoustic Noise	65db (Specify)	
9	AUDIO / VISUAL DISPLAY		
9.1	Over load	Required	
9.2	Short circuit	Required	
9.3	Input low voltage	Required	
9.4	Input over voltage	Required	
9.5	Battery over discharging	Required	
9.6	Battery on load	Required	
9.7	Battery low	Required	
9.8	Fuse failure	Required	
9.9	Fan failure	Required	
9.1	Inverter failure	Required	
9.11	DC over voltage	Required	
10	VISUAL DISPLAY		
10.1	Input/output voltage	Required	
10.2	Output current.	Required	
10.3	Input/ Output frequency	Required	
10.4	Output power in KVA and KW	Required	
10.5	Output load power factor	Required	
10.6	Output load crest factor	Required	
10.7	battery DC voltage	Required	

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10.8	Charging current	Required	
10.9	Dis-Charging Current	Required	
10.1	Autonomy Time	Required	
10.11	Event logs	2500 events mandatory	
11	OTHERS		
11.2	Software with LAN connect	Required	
11.3	Auto paging	Required	
11.4	SNMP compatibility	Required	
11.5	Diagnostic system	Required	
11.6	Single line mimic diagram	Required	
11.7	Telemonitoring with software	Required- Mandatory	
11.8	Capability to parallel 6 similar UPS systems	required	
11.9	ventilation	forced air cooling with integral fans	
11.1	Operating temperature	0-40deg.C	
11.11	Battery management	required	
11.12	Power Transfer Mode	auto systems (during fault condition)	
12	Colour		
13	Online Thermal Dissipation in Btu/Hr		
	at 100 %		
	at 75 %		
	at 50 %		
	at 25 %		

- i. 1st Level Protection – Battery Management System (BMS) & Switch Gear: Each battery rack shall be installed with main switch gear to isolate the affected battery rack in the event of a fault. BMS shall also be included in each rack to provide continuous monitoring of the voltage and temperature. BMS gathers and analyses the rack current. In the event of over voltage or short circuit, the BMS will trip the MCCB at rack level.
- ii. 2nd Level Protection – Fuse: Fuses are built into the main switch gear at rack level. In the event of a fault current (caused by short circuit) which the MCCB cannot be activated in the shortest time, fuses will be activated to clear the fault current without damaging the cells.
- iii. Before handing over, the bidder shall perform a 'Full Load Bank Test' using an external resistive load bank at 100% load (150kW) for 4 hours to verify temperature stability and

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10-minute battery autonomy. Direct migration to DC load without this test is not permitted.

- iv. The bidder must record the internal resistance/impedance baseline for every individual cell. This baseline will be the reference point for all future quarterly PM reports. Any cell showing a deviation of >20% from the baseline during the warranty period must be replaced proactively, even if it hasn't failed yet.

F. Applicable Standards

The UPS and associated Batteries shall follow minimum Applicable Standards but not limited to: Installation and materials shall also confirm to latest amendments of –

- a) Indian Electricity Rules
- b) Indian Factories Act
- c) National Electric Code
- d) Petroleum rules
- e) Quality and Safety Standards
- f) UPS shall be compliant with IS 16242 and IEC 62040-1/2/3 standards.
- g) Batteries shall comply with IS 15549 / IEC 60896 (VRLA)

G. Submission of a handover checklist comprising critical items, including but not limited to the following, before installation sign-off:

#	Checkpoint	Requirement / Expected Result
1	Load Bank Test	100% Load test for 4 hours; 10 min backup verified at 150kW.
2	N+1 Logic	Pull out one Power Module while under load; UPS must remain online.
3	BMS Integration	All UPS alarms (Input Fail, Battery Low, Fan Fail) must reflect on the BMS Dashboard.
4	Phase Balancing	Output voltage regulation must be within +/- 1% on unbalanced loads.
5	Battery Protection	Each rack must have a dedicated DC MCCB with a BMS-trip shunt coil.
6	Labels & Mimic	All Input/Output breakers and Battery Racks must be clearly labeled with tags.
7	Training	FM team must demonstrate ability to switch to Manual Bypass and back.
8	Buyback Disposal	Submission of the "Hazardous Waste Disposal Certificate" for the old batteries.

G. Supply of quoted UPS model

Bidder should ensure that the quoted model be manufactured within 12 months at the time of supply AND should cover 10-years back to back support from OEM from the date of supply.

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3. Preventive Maintenance (PM)

Quarterly Preventive Maintenance & Payment Release: The bidder shall perform comprehensive Preventive Maintenance (PM) for the 3 x 150 KVA UPS systems and all associated Battery Banks (3 sets of 200Ah) including but not limited to discharge / Load test once every quarter (every 90 days) during the 5-year warranty period. Battery preventive maintenance shall be carried out as per IEEE-1188 / IEC 60896 guidelines. Mandatory PM activities include visual inspection, electrical measurements, thermal checks, torque verification, health assessment, and detailed documentation. UPS preventive maintenance shall be performed quarterly as per OEM, IEC 62040 and IS 16242 standards, covering electrical, functional, safety, and environmental checks. Detailed PM reports with readings and observations shall be mandatory.

Payment for the quarter shall be released only upon:

- a) Submission of a detailed PM Service Report signed and stamped by the Client's Facility Manager.
- b) Validation of BMS Log Reports showing no unresolved critical alarms.
- c) Confirmation of Zero SLA Deviations (Resolution of any reported incidents within the defined MTTR).
- d) Physical verification of battery health (Voltage and Internal Resistance) for 100% of the cells in the bank.

Any deviation from the SLA or failure to conduct the PM within the scheduled month will result in a withholding or penalty deduction as per the liquidated damages clause.

4. Service Level Agreement (SLA) Matrix

Incident Category	Definition	Response Time	Resolution Time (MTTR)
Critical	Total UPS Failure, Power to DC lost, or Fire/Smoke alarm.	30 Mins (Phone) / 2 Hours (Onsite)	4 Hours
High	Failure of one UPS in parallel (redundancy lost) or Battery Rack fault.	1 Hour (Phone) / 4 Hours (Onsite)	12 Hours
Medium	Single Module failure (N+1 still intact) or BMS communication loss.	4 Hours	24 Hours
Low	Aesthetic issues, minor display errors, or routine report requests.	1 Business Day	3 Business Days

5. Penalty Clause

Penalty Type	Definition	Metric	Penalty
Delivery Delay	Delay in Material Delivery	T+12 Weeks	0.5% of the total contract value for delay in every week

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Go-Live Delay	Delay in Implementation and Go-Live	T+16 Weeks	0.5% of the total contract value for delay in every week
Uptime Availability	The UPS system must maintain 99.99% uptime	If uptime falls below 99.99% in any quarter	A penalty of ₹5,000 shall be levied. The penalty amount will be adjusted against the quarterly payment.
Resolution Delay	Delay beyond Resolution Time (MTTR)	For every hour of delay beyond the "Resolution Time" (MTTR)	₹5,000 per hour shall be levied, capped at 10% of the contract value. Penalty amount shall be adjusted against the quarterly payment
Preventive Maintenance (PM) Default / Delay	Default or Delay in conducting Preventive Maintenance	If the bidder fails to conduct the quarterly PM visit	Penalty of ₹10,000 per missed visit will be deducted and capped at 10% of the contract value. Penalty amount shall be adjusted against the quarterly payment.

T: Date of Purchase Order

6. Delivery Location Details:

Stock Holding Corporation of India Limited, Plot No. P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400710, Maharashtra, India.

7. Payment Terms

Milestone	Payment
Delivery	50% payment on completion of delivery of bill of material & on submission of invoice, delivery challan, and against physical verification and acknowledgement by Stockholding
Installation, Commissioning of entire Bill of material and Integration with existing BMS software for Monitoring	20% payment will be released on successful installation and sign-off from Stockholding
Hand Over and Go-Live of the Implementation including submission of warranty and disposal certificates, detailed project document and training etc.	20% payment will be released post successful Go-live of the project_duly signed by Stockholding, and the dismantling and clearance of the buyback items from the site location.
AMC / Warranty – Quarterly Payment for balance term of the contract duration	10% payment will be released proportionately across 20 quarters after deduction of penalties, if any.

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8. Sub-Contracting

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.

9. Taxes & levies

Applicable taxes payable at actual as per prevailing rate of taxes as per Government notification. Applicable deduction if any may / will be recovered (deducted) from the payment(s).

10. Refund of Earnest Money Deposit (EMD)

- a. EMD will be refunded through NEFT to the successful bidder on providing (a) an acceptance confirmation against the PO issued by StockHolding and (b) submission of Performance Bank Guarantee wherever applicable and should be valid for 30 days beyond the contract period.
- b. In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 30 days after selection of successful bidder subject to internal approval of StockHolding.

11. Force Majeure:

Neither StockHolding nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure. Each PARTY shall bear its own cost in relation to the force majeure occurrence.

However, any failure or lapse on the part of the Bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster

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management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

If the duration of delay exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, StockHolding and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

12. Dispute Resolution

In the event of any dispute arising out of or in connection with this purchase order, the parties shall use their best endeavour to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the bidder complies with above-mentioned clause

13. Right to alter RFP

- a) StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b) StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

14. Integrity Pact

The bidder will have to enter into an Integrity Pact with StockHolding Corporation of India Limited. The format (text) for the Integrity Pact is provided as Annexure - 5. The bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory.

15. Non-Disclosure Agreement (NDA)

The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited for the contract period as per Annexure - 10. The draft text of the NDA will have to be approved by legal department of Stock Holding Corporation of India Limited

16. Indemnify

The bidder should hereby indemnify, protect and save *StockHolding* against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the bidder. Any publicity by bidder in which name of *StockHolding* is used should be done only with the explicit permission of *StockHolding*.

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17. Termination Clause

1. StockHolding reserves right to terminate the contract by giving 90 days prior written notice in advance against any of the following conditions –
 - a. If penalty amount is equal to or more than 10% of PO value; during the Termination notice period successful bidder must adhere to all the conditions mentioned in the 'Exit Management' clause.
 - b. If at any point of time, the services of bidders are found to be non-satisfactory;
 - c. If at any point of time, StockHolding finds out deviation to sub-contracting clause;
2. Notwithstanding the above, StockHolding may at any time terminate the Contract by giving Notice to the successful bidder if the successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to StockHolding.
3. Apart from above cases, StockHolding reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

18. Exit Management

1. Purpose: In the case of termination of the Contract, the Exit Management procedure will start 90 days before the expiry or termination of contract.
2. Plan: An Exit Management Plan, provided in writing by the Bidder to the StockHolding within 60 days of the acceptance of the Purchase Order/Contract, will outline the Bidder's support during the termination or expiration of the contract, along with the company's exit strategy. Following this, the exit plan must be reviewed and updated annually. The plan must include and not limited to the below points:
 - a) Transition schedule and milestones
 - b) List of deliverables and responsibilities
 - c) Data and asset transfer procedures
 - d) Key personnel and support arrangements
 - e) Risk mitigation and continuity planning
3. Bidder's Obligation during the exit period –
 - a) Continue Services: Continue to provide contracted services during the exit period to ensure uninterrupted operations.
 - b) Handover of Assets and Equipment: Return or hand over all hardware (e.g., electronic components, accessories etc.) as per the inventory.
 - c) Documentation and Knowledge Transfer: Provide complete documentation including configuration details, service logs, support records, warranty status, and SOPs.
 - d) Training and Support: Provide necessary training/support to the Stockholding during the transition phase.
 - e) Third-party Coordination: Cooperate with any third parties designated by the Stockholding for the transition.
4. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.
5. Bidder shall fully and timely comply with the Exit Plan.

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6. Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels.
7. Any terms related to confidentiality, warranty, liabilities, and dispute resolution shall survive the termination of the contract as applicable.

Failure to comply with the Exit Management obligations may result in penalties, including recovery of payable dues or invocation of Performance Bank Guarantee under this contract as deemed appropriate by the StockHolding.

19. Bank Guarantee (BG)

Successful Bidder shall, at own expense, deposit with the StockHolding, within Fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 10% (Ten per cent) of the Contract value (including GST) from scheduled commercial banks as per Annexure - 9. This Bank Guarantee shall be valid up to 60 days beyond the completion of the contract period. The BG claim period will be 12 months from BG expiry date. No payment will be due to the successful bidder based on performance, until the BG verification is pending. A penalty of ₹5,000 per day will be imposed on for any delay in issuing the PBG within the specified timeline

Bank Guarantee may be discharged / returned by StockHolding upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee. StockHolding reserves the right to invoke the BG in the event of non-performance by the successful bidder.

20. Assignment

Either Party may, upon written approval of the other, assign its rights and obligations hereunder to: (i) its Parent Corporation (as defined below) or an Affiliate; and (ii) a third-party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. For purposes of this Agreement, a “Parent Corporation” shall mean a company or entity owning over 50% of a Party and an “Affiliate” shall mean a company directly or indirectly controlling, controlled by, or under common control with, a Party. Except as provided above in this Section, either Party may assign its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.

21. Option Order Clause

The Purchaser reserves the right to extend the contract period and/or increase the ordered quantum of goods/services up to 25 percent at any time till the completion date of the contract, by giving reasonable notice and reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion period of contract.

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Annexure – 1 - Details of Bidder's Profile

(To be submitted along with technical compliance on Company letter head)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Parameters	Response
1	Name of the Firm/Company	
2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Company PAN no	
5	Company GSTN no. (please mention for all states)	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Office in Mumbai (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number	
	c) E-mail ID.	
7	Financial parameters	
	Business Results (last two years)	Annual Turnover (Rs. in Crores)
		Net Worth (Rs. in Crores)
	2022-23	
	2023-24	
	2024-25	
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures}	(Mention the above Amount in INR only)
	Details of Reference Customer	
	Customer Name and Contact No.	Brief Details of hardware supplied
		PO number and Date (Attached PO with masked price)
	1	
	2	
	3	

**Request for Proposal for procurement of 3x150KVA UPS
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N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Note:

1. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP/ Tender.
2. All self-certificates shall be duly signed and Stamped by Authorized signatory of the bidder Firm unless specified otherwise.
3. Bidder response should be complete; Yes/No answer is not acceptable...
4. Details of clients and relevant contact details are mandatory. Bidder may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

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Annexure – 2 - Eligibility Criteria

(Documents to be submitted online along with Technical Compliance)

SN	Criteria	Documents to be submitted by bidder
1	The bidder could be a registered proprietorship /Partnership/Company having minimum of 7 years of experience for the supply, installation, testing and commissioning of UPS Systems.	Documentary Proof to be attached (Certificate of registration and PO Copies) and Self-declaration from bidder on their letter head duly signed by authorised signatory for experience.
2	The bidder should have an average annual turnover of at least Rs. 50 lakhs per annum for the last 03 (three) financial years (2022-23, 2023-24 and 2024-25). It should be of the individual bidder and not of Group of Companies	Copy of CA certificate mentioning the annual turnover over the past 3 years
3	The Bidder should have Positive Net worth of minimum Rs. 50 lakhs for each of the last 03 (three) audited financial years (2022-23, 2023-24 and 2024-25).	Copy of CA Certificate for Net Profit over the past 3 years
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	Bidder should have supplied a minimum of 3 nos. UPS of 150 KVA or higher capacity to Government/Enterprise/Corporate customers in India during the last 3 financial years. Note: Contract / Work Order which is still active and not closed can also be shared.	PO & satisfactory performance/ completion certificate should be attached and signed by Authorised signatory
6	Bidder must have authorization certificate from the OEM (if itself not an OEM) for the past three years (from RFP date) in a row.	Certificates from OEM (MAF) to be submitted.
7	Bidder/OEM should have support office in the MMR Region	Bidder/OEM to provide list of office address along with contacts.
8	Bidder to provide Service Escalation Matrix on OEM letterhead with sign and stamp	Certificate from OEM to be submitted.
9	The Bidder is to submit the following documents (signed and stamped): (g) Bidders Profile (Annexure -1) (h) Technical Compliance (Annexure 3) (i) Integrity Pact (Annexure – 5)	Duly signed and stamped annexures are to be uploaded.

**Request for Proposal for procurement of 3x150KVA UPS
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	(j) Compliance statement (Annexure 6) (k) Manufacturer Authorization Format (Annexure 7) (l) Undertaking cum Indemnity (Annexure 11)	
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Note:

- a. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP
- b. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- c. Bidder response should be complete, Yes/No answer is not acceptable.
- d. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this..... Day of 2026
(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**Request for Proposal for procurement of 3x150KVA UPS
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Annexure – 3 – Technical Compliance

I. Technical Criteria

Sl. No	Parameter	Scores	Min. Scores	Max. Scores
1	The Bidder having an average annual turnover of at least ₹ 50 Lakhs per annum for all the last 03 (three) audited financial years i.e. 2022-23, 2023-24 and 2024-25. It should be of the individual bidder and not of Group of Companies. Valid Document: Certificate from CA mentioning annual turnover or Balance Sheet for last three financial years.	• Greater than equal to ₹ 50 lakhs and less than ₹4 cr. - (12 Marks) • Greater than equal to ₹ 4 cr. and less than ₹8 cr - (16 Marks) • More than ₹ 8 crores - (20 marks)	12	20
2	Bidder should have supplied a minimum of 3 nos. UPS of 150 KVA or higher capacity to Government/Enterprise/Corporate customers in India during the last 3 financial years. Note: Contract / Work Order which is still active and not closed can also be shared. Valid document: 1) Copy of orders 2) Completion /Satisfactory Performance Certificate	• 3-6 nos: (18 Marks) • 6-9 nos: (24 marks) • More than 9 nos: (30 Marks)	18	30
3	The bidder should have a minimum of 7 years of experience as of bid issue date in providing end-to-end UPS System solutions, including deployment and maintenance of these systems Valid Document: Copy of Certificate of Incorporation issued by the Registrar of Companies / Ministry of Corporate Affairs and Self declaration by the bidder on it Letter Head duly signed by the Authorized Signatory and PO Copies supporting the claim.	• >=7 Years and < 9 Years (12 Marks) • >=9 Years and < 12 Years (16 Marks) • > = 12 years (20 Marks)	12	20

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4	Past Experience of similar works. Similar work would mean electrical works involving the supply, installation, testing and commissioning of UPS Systems. Valid Documents: Purchase Order Copies	1) The contractor should have executed a minimum 3 (three) similar works contract value of each, not less than Rs. 40.00 Lakhs or 2 (two) works contract value of each, not less than Rs. 50 Lakhs or minimum 1 (one) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy should be enclosed. (18 marks) 2) The contractor should have executed a minimum 6 (six) works contract value of each, not less than Rs. 40.00 Lakhs or 4 (four) works contract value of each, not less than Rs. 50 Lakhs or minimum 2 (two) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy and work completion certificate should be enclosed. (24 marks) 3) The contractor should have executed a minimum 9 (nine) works contract value of each, not less than Rs. 40.00 Lakhs or 6 (six) works contract value of each, not less than Rs. 50 Lakhs or minimum 3 (three) work contract value not less than Rs. 80 Lakhs in the last three-year period. Order Copy and work completion certificate should be enclosed. (30 marks)	18	30
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Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

II. Specification for UPS and Battery

G. UPS Input:

		Compliance (Y/N)	Deviation (if any)
AC input nominal voltage	340/380/400/415/440/460 VAC, three phase 50 Hz, 5 wire (L1+L2+L3+N+G)		
AC input voltage window	340V to 460V (@ 400V)		
Input frequency range	49-51Hz		
Input Power Factor	> 0.99 at 100% load		
Input Current Distortion	< 4% at 100% load		

H. UPS Output

		Compliance (Y/N)	Deviation (if any)
AC Output Nominal Output	(Customer configurable)-380VAC, 400VAC or 415VAC, Three phase five wire, 50 Hz		
AC output voltage distortion	Max. 2% @ 100% linear load, Max. 5% @ 100% non-linear Load		
AC output voltage regulation (Static)	+/-1%		
Voltage Transient Response	+/- 8% maximum for 100% load step		
Voltage Transient Recovery	within < 50ms recovery time		
Output Voltage Harmonic Distortion	<3% THD maximum for a 100% linear load <5% THD maximum for a 100% non-linear load		
Overload Rating-Online	125% - 1 minute; 150% - 10 Sec		
System AC-AC Efficiency	Greater than 95% from 25% load to 75% load in Double Conversion Mode		
Output Power Factor Rating	unity power factor KVA=kW @ 40 Degree Celsius without any de rating from 0.8 lagging to 0.9 leading		
Output frequency	50 +/- 1Hz tracking		
Output connectors	Three phase: Hardwire 5-wire (3 Phase + N + G)		

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I. ENVIRONMENTAL

		Compliance (Y/N)	Deviation (if any)
Operating Ambient Temperature	+ 20 to +30°C		
Relative Humidity	0 to 95% non-condensing		
Operating altitude			
Audible noise	<70 dbA		
Conformal coating PCBs	Required		

J. Battery Specifications

Technical Compliance Sheet: 12V 200Ah VRLA-SMF Battery

Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
1.0	Core Technology	VRLA-AGM (Sealed Maintenance Free)		
1.1	Nominal Capacity	200Ah at C10 rate to 1.75VPC at 27°C		
1.2	Nominal Voltage	12V per block		
1.3	Minimum Weight	Minimum 60.0 kg (excluding packaging)		
1.4	Mfg. Date	Not older than 90 days from delivery date. All batteries must have the manufacturing month and year		

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Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
		permanently embossed or hot-stamped on the battery container. Printed stickers or ink-jet markings are not acceptable as proof of age.		
1.5	Container	High-impact PPCP (Fire Retardant)		
1.6	Internal Resistance	≤ 3.5 mΩ for a fully charged battery		
1.7	Self-Discharge	< 3% per month at 27°C		
1.8	Terminals	Threaded Lead-plated Copper (L-Type/Bolted)		
2.0	Warranty Term	60 Months (5 Years) Full Replacement		
2.1	Warranty Type	No Pro-Rata. 100% Free Replacement Under no circumstances shall the vendor apply "Pro-rata" calculations (charging the user for the period used) if a failure occurs within the 60-month window		
2.2	Service Support	On-site within 48 hours of complaint		

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Sl.	Parameter	Required Specification	Vendor's Response (Comply/Non-Comply)	Actual Value Offered
2.3	Replacement	If capacity falls below 80% during warranty		
3..0	Certification	ISO 9001, ISO 14001, and IS 15549		
3.1	Documentation	Factory Test Report + Stamped Warranty Card		

K. Bidder to submit GTP (Guaranteed Technical Particulars) for UPS in below format

Sr. No	Description	Requirement	Bidder to Specify for 150 KVA
1	MODEL	please specify	
1.1	TECHNOLOGY	IGBT Rectifier & IGBT Inverter, Microprocessor based, true online double conversion, Online Transformer free Technology, Modular Technology	
1.2	Inverter	IGBT	
1.3	Rectifier	IGBT	
1.4	Max. Permissible Non-linear loads	100%	
1.5	Max. unbalanced load	100%	
2	PHYSICAL Dimension & Weight		
2.1	Construction	Compact. Modular design	
2.2	UPS Floor Space		
2.2	Ventilation	Specify	
2.3	UPS Dimension & weight		

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	Length in MM	Specify	
	Width in MM	Specify	
	Height in MM	Specify	
	Weight in kgs	Specify	
3	INPUT		
3.1	Voltage	380V -400V- 415V -433V	
3.2	Voltage range	340 to 460V	
3.3	Frequency	50 Hz	
3.4	Frequency range	+/- 5 Hz	
3.5	Ripple content	<1% with battery connected	
3.7	Input Power Factor		
	100%	0.99	
	75%	0.99	
	50%	0.99	
	25%	0.98	
3.8	Current Harmonic on source		
	100%	<3%	
	75%	<5%	
	50%	<5%	
	25%	<10%	
3.9	Maximum current without Battery Charging	Amps	
4	OUTPUT		
4.1	Voltage	380/ 400/ 415 V	
4.2	KW=KVA		
4.3	Voltage regulation		
	Balanced	+/- 1%, 3 Ph. + N	
	Un Balanced	+/- 3%, 3 Ph. + N	
4.4	Power Factor	0.8lag - unity- 0.98 lead (Derating of UPS not acceptable in this range)	
4.5	Frequency	50Hz	
4.6	Frequency range	+/- 0.5 Hz	
4.7	Frequency synch. range	0.25 to 3 Hz	
4.8	Transient output voltage variation for 100% block loading	+/-2%	
4.9	Recovery time for 100% block load	< 5 mill second (ms)	
4.11	Wave form	Sinusoidal	
4.12	Total Voltage Distortion output side		
	Linear load	< 2 %	

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	Non-Linear load	< 3 %	
4.13	Crest Factor	3:1	
4.14	Phase Displacement		
	a) Balanced load	120 +/- 0.65°	
	b) 100 % Unbalanced load	120 +/- 2°	
4.15	Inverter Efficiency		
	c) 100 %	Specify	
4.16	Overall Efficiency for UPS		
	b) 50 %	95%	
	c) 75 %	95%	
	d) 100 %	95%	
4.17	Efficiency of UPS in Battery Operations		
	b) 50 %		
	c) 75 %		
	d) 100 %		
4.18	Overload		
	a) 125 %	10 minutes	
	b) 150 %	10 Sec	
4.19	Short circuit Capability	Bidder to Specify	
5	BUILT IN STATIC BYPASS	Required	
5.1	Inverter and Static Bypass change over time	Specify	
5.2	Fuse @ static bypass	No as per IEEE standards.	
5.3	Short circuit Capability	Bidder to Specify	
5.4	Overload	Specify	
5.5	Transfer time	Less than 5 ms	
5.6	Manual Bypass inside UPS only (input/output)	Required	
6	DC CHARACTERISTIC		
	Battery backup to be calculated at unity pf.		
6.1	VAH	Specify	
6.1	DC bus voltage	Specify	
6.2	DC Current	Specify	
6.3	No. of cells with AH	Specify	
6.4	battery voltage	Specify	
6.5	End. Cell voltage	Specify	
6.6	Float voltage	specify	
6.7	DC current at 100% load	specify	
6.8	Charging current	specify	

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6.9	Charging time		
6.1	True autonomy / measurement	Software on SNMP & UPS monitor panel	
6.11	Temp. compensated charger	Required/ Mandatory	
6.12	Automatic battery load test	Required/ Mandatory	
6.13	Battery Breaker with protection	Required/ Mandatory	
	Required Battery Back Up	10 Minutes	
7	PROTECTION		
7.1	Overload (O/L)	Required	
7.2	Short circuit (SC)	Required	
7.3	Input low voltage	Required	
7.4	Output over voltage	Required	
7.5	Battery over charging	Required	
7.6	Battery over discharging	Required	
7.7	IP Protection		
7.8	DC over current Protection		
8	ENVIRONMENTAL		
8.1	Ambient temperature range	0 to 40° C	
8.2	Relative humidity	95 % RH	
8.3	Max. operating altitude without derating	0 M above MSL	
8.4	Acoustic Noise	65db (Specify)	
9	AUDIO / VISUAL DISPLAY		
9.1	Over load	Required	
9.2	Short circuit	Required	
9.3	Input low voltage	Required	
9.4	Input over voltage	Required	
9.5	Battery over discharging	Required	
9.6	Battery on load	Required	
9.7	Battery low	Required	
9.8	Fuse failure	Required	
9.9	Fan failure	Required	
9.1	Inverter failure	Required	
9.11	DC over voltage	Required	
10	VISUAL DISPLAY		
10.1	Input/output voltage	Required	
10.2	Output current.	Required	
10.3	Input/ Output frequency	Required	

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10.4	Output power in KVA and KW	Required	
10.5	Output load power factor	Required	
10.6	Output load crest factor	Required	
10.7	battery DC voltage	Required	
10.8	Charging current	Required	
10.9	Dis-Charging Current	Required	
10.1	Autonomy Time	Required	
10.11	Event logs	2500 events mandatory	
11	OTHERS		
11.2	Software with LAN connect	Required	
11.3	Auto paging	Required	
11.4	SNMP compatibility	Required	
11.5	Diagnostic system	Required	
11.6	Single line mimic diagram	Required	
11.7	Telemonitoring with software	Required- Mandatory	
11.8	Capability to parallel 6 similar UPS systems	required	
11.9	ventilation	forced air cooling with integral fans	
11.1	Operating temperature	0-40deg.C	
11.11	Battery management	required	
11.12	Power Transfer Mode	auto systems (during fault condition)	
12	Colour		
13	Online Thermal Dissipation in Btu/Hr		
	at 100 %		
	at 75 %		
	at 50 %		
	at 25 %		

Note:

- a. Bidder to provide **Product Data sheet/technical brochures** along with the **Technical Bid.**

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- b. Bidder should ensure that the quoted model be manufactured within 12 months at the time of supply AND should cover 10-years back to back support from OEM from the date of supply.
- c. The bidder must mention in details about the product being offered in lieu of the specified specifications and not by simply mentioning “Complied” or “Yes/No”. Responses should be with detailed proposed specification along with justification on offered specification for both the cases whether complied or non-complied against asked specification in the above sheet.
- d. During the warranty period if the problem arises with operating system then bidder will install / re-install / configure / re-configure Operating system with required patches / fixes / service packs / updates / upgrades / device drivers etc. at site.

Dated this..... Day of 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

**Request for Proposal for procurement of 3x150KVA UPS
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Annexure - 4 - Commercial bid format

Sr. No.	Particulars	Quantity	Unit Price (₹)	Total Price without GST (₹)	Total Price with GST (₹)
1	150 KVA modular Hot swappable 3 x 3 with 250 KVA frame, with 50KW power module, BCB, Parallel Cable, Unity DP Card, Relay Card, three phase input/three Phase Output with five-year warranty	3 Nos.			
2	12V SMF 200Ah Battery bank (1set of 32 blocks) in Rack separate for each UPS for 10 minutes back up time on 150KVA load at 0.9PF with five-year warranty	3 Nos.			
3	UPS to Battery Cable up to 10 meter per run	30 Nos.			
4	UPS communication work of existing BMS system that BMS programming, supply, laying, and installation of communication cabling etc. to complete the job.	1 lot			
5	Misc. work if any	1 lot			
6	Buy Back Price of existing UPS 4 X 120 KVA at Mahape.	1 lot			
7	Buy Back Price of existing 12V SMF batteries (4 set of 32 blocks) along with old Dc cabling at Mahape.	1 Lot			
8	Buy Back Price of existing UPS 40 KVA at Center Point Office.	1 Lot			
9	Buy Back Price of existing 12V 65Ah SMF batteries Qty. 48 along with old Dc cabling at Center Point Office.	1 Lot			
Total Cost= [(1) + (2) +(3) +(4) +(5)] - [(6) +(7) +(8) +(9)]					Rs.

Note:

- The duly filled above format should be submitted as a part of price bid and uploaded as financial document on the GeM portal. There should be no discrepancy between the price filled in the uploaded financial document and the one provided on GeM portal.
- In addition to the above, the bidder is to provide a year wise cost breakup of items listed at Sr no. 1 and 2 of the above table on a separate page, clearly demarcating the cost of item, cost of extended warranty as applicable etc.

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- c. The bidder will submit Commercial Bid online for Total Cost with GST (₹) on GeM portal. as per the format given above. The total cost will comprise of the subtotal cost of new system minus the Buyback charges, as per the formula given in the table above.

Dated this..... Day of 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

Annexure - 5 – Integrity Pact

(To be executed on plain paper and submitted only by the successful bidder)

(_____ Name of the Department / Office) RFP No. _____
for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, StockHolding ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Bidders hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Request for Proposal for procurement of 3x150KVA UPS with SMF Batteries at StockHolding

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

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Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).

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15. The term "relative" for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach Without prejudice to any rights that may be available to the Principal / StockHolding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / StockHolding / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. **Forfeiture of EMD / Security Deposit** : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered

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opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.

2. Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal / StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (Retd.) and Smt. Niva Singh, IRAS (Retd.) as Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 50 lakhs or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.

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5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word "IEM" would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD StockHolding

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding / Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of

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brevity, both the Parties agrees that this Pact will have precedence over the Tender (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

(For and on behalf of Principal / Owner / StockHolding

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

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Annexure - 6 - Compliance Statement
(To be submitted along with technical bid)

Subject: RFP No: CPCM-28/2026-27 dated 21-Jul-2026 for supply, installation, testing and commissioning of 3x150KVA UPS System with SMF Battery

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by StockHolding. We also agree that *StockHolding* reserves its right to reject the bid, if the bid is not submitted in proper format as per RFP.

Sr. No.	Item / Clause of the RFP	Confirmed and Accepted by Bidder (Yes / No)
1	Eligibility Criteria	
2	Service Level Agreement (SLA) / Scope of Work	
3	Non-Disclosure Agreement	
4	Payment Terms	
5	Bid Validity, Order Cancellation, Exit Clause	
6	StockHolding's Right to alter RFP	
7	Force Majeure	
8	Integrity Pact	
9	All General & Other Terms & Conditions in the RFP	
10	Requirement with terms and conditions	
11	Bid Formats Technical & commercial (Indicative Price) Bid	
12	Annexures in the RFP	

Dated this..... Day of 2026

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

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Annexure – 7 - Manufacturer Authorisation Format
(To be submitted on OEM's letter head) /OEM Standard Format

Ref:

Date:

To

Stock Holding Corporation of India Limited
SHCIL House, Plot No. P-51, T.T.C. Industrial Area
M.I.D.C., Mahape, Kalyan-Shil Road
Navi Mumbai PIN 400710

Dear Sir,

Sub: Manufacturer Authorisation for RFP No: CPCM-28/2026-27 dated 21-Jul-2026

We <**OEM Name**> having our registered office at <**OEM Address**> are an established and reputed manufacturer of <**hardware details**>.

We confirm that <**Bidder Name**> having its registered office at <**Bidder Address**> is our authorized partner/ re-seller/ dealer for our <**hardware details**> from the past <**no.**> of years. We authorize them to quote for our equipment's in the above-mentioned RFP.

Further, we assure that we would extend full support to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipment's during the warranty period as per RFP terms.

We also undertake that in case of default in execution of this contract by the <**Bidder Name**>, the <**OEM Name**> will take all necessary steps for successful execution of this project as per RFP requirements at no additional cost.

<**OEM Name**>

<Authorised Signatory with Stamp>

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Annexure – 8 Site Inspection Certificate

RfP/Bid Number: -	
--------------------------	--

I, _____, representing _____ company/organization _____, hereby certify that I have visited the site of work on date _____ to assess the site conditions, scope of work, and other relevant details. I acknowledge that I have examined the site and understood the requirements of the project. I also acknowledge that the site visit was conducted at my own cost and risk.

Bidder Name:

Organization:

Signature:

Date:

Stamp:

Note: This certificate is to be submitted if 'Site Inspection' has been specifically mandated in the RfP.

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Annexure – 9 – Format of Bank Guarantee

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at ----- (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at ----- in favour of Stock Holding Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012 (hereinafter referred to as “StockHolding”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) at the request of -----, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ----- (hereinafter referred to as the “Service Provider”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns).

Whereas

- A. StockHolding has, pursuant to the Tender No. _____, issued the Purchase Order dated _____ to the Service Provider for providing _____
- B. In terms of the said Tender, the Service Provider has agreed to furnish to StockHolding, a Bank guarantee for Rs. _____ /- (Rupees _____ only) till _____ (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

NOW IN CONSIDERATION OF THE FOREGOING:

1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to StockHolding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to StockHolding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
2. We, the Bank, hereby guarantee and undertake to pay StockHolding up to a total amount of Rs. _____/- (Rupees _____ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.
3. Any such demand made by StockHolding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.
4. We, the Bank, agree that StockHolding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or

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time to time exercise of any powers vested in StockHolding against the Service Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender / Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.

5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or StockHolding.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. The liability of the bank under this guarantee is restricted to a sum of Rs. _____/- (Rupees _____ only).
2. This Bank Guarantee will be valid for a period up to _____ (date).
3. A written claim or demand for payment under this Bank Guarantee on or before _____ (date) is the only condition precedent for payment of part/full sum under this guarantee.

For Issuing Bank

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID:

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Annexure – 10 – Format of Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter “Agreement”) is executed on this _____ day of _____, 20xx by and between

Stock Holding Corporation of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400012 (hereinafter referred to as “**StockHolding**” which expression shall mean and include its successors and assigns), of the One Part;

And

Company Name, a company incorporated under the Companies Act, 1956 and having its registered office / corporate office at **Complete Address** (hereinafter referred to as “**Company Name**” which expression shall mean and include its successors and assigns), of the Other Part. (StockHolding and **Company Name** are individually referred to as ‘Party’ and collectively as ‘Parties’.)

The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

1. **Purpose:** Whereas, the Parties wish to explore possible business opportunity, during which either Party will be required to disclose certain Confidential Information to the other.
2. **Confidential Information and Exclusions:** Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security, cyber security business, financial and marketing information, data, 80
3. analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.
4. **Confidentiality Obligations:** The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party shall keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving Party

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agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

5. **No Warranty:** All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
6. **No License:** Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.
7. **Return:** The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control; (SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
 - e. Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.
8. **Term:** The term of this Agreement shall be ____ () years from _____ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written

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notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

9. **Remedies:** The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.

10. **Governing Law and Jurisdiction:** This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.

11. **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For Stock Holding Corporation of India Limited	For Company Name
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title:

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ANNEXURE – 11 – Undertaking cum Indemnity

xx-xxx-2026

To,
Stock Holding Corporation of India Ltd.

Dear Sir/Madam,

We , M/s _____, represented through our authorised representative Mr./Ms. _____, having our registered office at _____, do hereby solemnly undertake as follows:

- 1) That we shall comply with and abide by all labour related and other compliances/rules and regulations required by Stock Holding Corporation of India Limited (“StockHolding”) at all times.
- 2) That we shall ensure adherence to all instructions, compliances, directions and audit requirements issued by StockHolding time to time.
- 3) That non-compliance of any requirement, rules and regulations as mentioned above may lead to any action deemed appropriate by StockHolding including invocation of bank guarantee & penalty.
- 4) That in consideration of the above, I Mr./Ms. _____ on behalf of M/s _____, do hereby undertake that I (including my executors, administrators and assigns) shall at all times indemnify, defend and hold harmless StockHolding, its respective directors, officers, representatives, employees and agents (collectively known as indemnified persons) from and against any and all losses, damages, claims, fines, fees, penalties, interest obligations, deficiencies, and expenses (including amounts paid in settlement, interest, court costs, out-of-pocket fees and expenses of investigators, attorneys, accountants, financial advisors and other experts, and other out-of-pocket expenses of

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litigation) suffered or incurred by the Indemnified Persons, as a result of, arising from, or in connection with or relating to (a) any matter inconsistent with, or any breach or inaccuracy of any representation, warranty, covenant (b) failure to perform (whether in whole or part) any obligation required to be performed by me pursuant to this indemnity or (c) any claims or demands raised or made, or proceedings initiated, by any third party against StockHolding in relation to the subject matter of this indemnity bond.

- 5) That this indemnity bond shall be subject to the exclusive jurisdiction of the courts of Mumbai only.
- 6) I hereby declare that I have not intentionally or deliberately evaded or concealed any relevant information from StockHolding.
- 7) I hereby state that M/sis liable for any action by StockHolding in case of any of the covenants mentioned above holds to be untrue.
- 8) I solemnly affirm that the statements made herein above are correct and true to the best of my knowledge and belief.

Date: this _____ day of _____ 2026.

Signature _____

Witnesses

1

Signature _____

2.

Signature _____