

Instructions to Vendors

Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes – Part I covering the Technical, Commercial (except equipment price and AMC charges) and Qualification aspects hereinafter referred to as ‘**Technical Proposal**’ and Part II covering only the price schedules hereinafter referred to as the ‘**Price Proposal**’. The two parts should be in two separate covers, each super-scribed with the name of the Project (**Proposal for Procurement of UPS for various Branches/Offices under Hazaribag Zone**) as well as ‘Technical Proposal’ and ‘Price Proposal’ as the case may be.

Documents comprising the Technical Proposal Envelope, should be:

- (a) Compliance to TCC (Annexure-B)
- (b) Compliance to Technical Specifications of each item (Annexure-C)
- (c) Manufacturer’s Authorisation as per FORM-6 (in case vendor is not the Manufacturer).
- (d) Service Support Details Form (FORM-8)
- (e) Proposal Form (FORM-1) completed and duly signed by the vendor;

If the vendor materially deviates from the terms mentioned in TCC, his bid is liable to be rejected. Following will constitute material deviations:

- 1) **Any Technical Proposal not containing above (a to e) documents;**
- 2) **Any technical proposal containing any price information;**
- 3) **Not adhering to configuration/specification which, in the opinion of the Bank, would affect the performance of the computer system;**
- 4) **Non-adherence of the warranty period i.e. 24 months;**
- 5) **Failure to submit Manufacturer’s Authorisation(s);**
- 6) **Non-adherence to the provisions of service support norms;**
- 7) **Any other deviation, which the Bank, as its sole discretion, may consider as material.**

Documents comprising Price Proposal Envelope, should be :

- (a) Full Price Schedule of the Goods and/or System and/or Services (FORM-3)
- (b) The Proposal Form (Form-2) duly signed by the vendor and completed.

Each copy of the Proposal should be in two parts, as mentioned below.

The vendors shall seal the “**Technical Proposal**” and “**Price Proposal**” separately and the same shall:

- (a) be addressed to the Bank at the address given; and
- (b) bear the Project Name “**PROPOSAL FOR PROCUREMENT OF UPS FOR VARIOUS BRANCHES/OFFICES under Hazaribag Zone**”.

Proposals must be received by the Bank at the address specified, no later than the date & time specified in the Tender Notice/Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT (TCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Bank, represented by the Zonal office under whose jurisdiction the branch falls and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- (d) "The Purchaser" is, Bank of India, including its Head Office, Zonal Offices, Training Centres and Branches;
- (e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- (f) "TCC" means the Terms and Conditions of Contract contained in this section;
- (g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract; and
- (h) "The Project Site" means various branches/administrative offices of Bank of India spread all over the country.

2. Country of Origin

Please refer clause 3.1, 3.2 and 3.3 of IFB.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in IFB clause 5 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in IFB clause 5.1 shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.

5. Patent Rights

5.1 The Supplier shall indemnify the Bank against all third-party claims, either present or future of infringement of patent, trade name, trademark, copy rights, Intellectual Property Rights, or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Bank, the Performance Security for an amount of 10% of the Contract Price valid up to 60 days after the date of completion of performance obligations including warranty obligations.
- 6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) a bank guarantee issued by a reputable bank in India, acceptable to the Purchaser, in the form provided in the Bid;
- or
- (b) a Banker's Cheque / Demand Draft.
- 6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations under the contract and following receipt of a performance guarantee for 4% of Contract Price for the annual maintenance.
- 6.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period of 12 months. The performance guarantee for a proportionate value shall be extended by 60 days over and above the extended warranty period.

7. Inspection and Quality Control Tests

- 7.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
- (i) Inspection of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Bidder before evaluation of the bids, by the Bank / Bank's Consultants;
 - (ii) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the purchase-order form and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the Terms and Conditions of Contract. The Supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the Supplier's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out pre-dispatch inspection. In such a case, the entire cost of such inspection, including the board, lodging, travelling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Supplier, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
 - (iii) Also, the Bank will test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to the Bank sufficiently in advance so as to get the works completed before receipt of the equipment). UPS should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;

- (iv) The acceptance test will be conducted by the Bank / Bank's Consultants or any other person nominated by the Bank, at its option. The acceptance will involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of UPS or excessive heating of any part attached to UPS should occur. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory;
- (v) In the event of the UPS failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Supplier at no extra cost to the Bank; and
- (vi) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

7.2 The inspections and quality control tests may be conducted on the premises of the Supplier, at point of delivery, and / or at the Goods' final destination. If conducted on the premises of the Supplier, reasonable facilities and assistance shall be furnished to the inspectors, at no charge to the Bank.

7.3 Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost, to the Bank.

7.4 The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in India shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Bank or its representative prior to the Goods' shipment from the country of origin.

7.5 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 *Manuals and Drawings:*

7.6.1 Before the goods and equipment are taken over by the Bank, the Supplier shall supply operation and maintenance manuals together with drawings of the goods. The manuals and drawings shall be in English.

7.6.2 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to the Bank.

7.7 *Acceptance Certificates:*

7.7.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser is satisfied with the working on the UPS, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the UPS.

7.7.2 Training shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

8. *Packing*

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference number.

9. Delivery and Documents

9.1 **Delivery and installation of the Goods at the site is required to be completed within 3 weeks from the date of Purchase Order. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:**

9.2 Within 24 hours of shipment, the Supplier shall notify the Bank and the Insurance Company by cable or telex or fax, the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Bank, with a copy to the Insurance Company:

- (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
- (iii) 2 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
- (vii) Country of Origin.

The above documents shall be received by the Bank before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

10. Insurance

10.1 The insurance shall be in an amount equal to 110 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Bank.

10.2 Should any loss or damage occur, the Supplier shall –
(a) initiate and pursue claim till settlement, and
(b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

12. Incidental Services

12.1 The incidental services to be provided are as under:

- (a) Performance of on-site assembly and start-up of the supplied UPS;
- (b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
- (c) Maintenance and repair of the supplied Goods for a period of three years as specified in the Clause 14 of TCC, after expiry of the warranty provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and

13. Spare Parts

- 13.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier :
- (a) Such spare parts as the Bank may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Bank, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 8.

- 14.2 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Bank.
- 14.4 If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- 14.5 If during operation, the real Mean Time Between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.
- 14.6 *Maintenance Service:*
- 14.6.1 Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, annual maintenance and repairs of the Products for next three years will be done by the Supplier, if so desired by the Bank. During the Warranty / AMC period, the Supplier should also provide preventive maintenance services periodically, free-of-cost.
- 14.6.2 The maximum response time for a maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.

14.6.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it as mentioned in the form of Technical Details. In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty equivalent to the half-yearly maintenance charges of that unit. The amount of penalty will be recovered from bank guarantee during warranty or annual maintenance charges, as the case may be.

15. Payment

15.1 Payment shall be made in Indian Rupees, in the following manner:

- (i) *Advance Payment:* Ten (25)% of the total Contract Price shall be paid within thirty (30) days of signing of Contract and upon submission of claim against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or any other form acceptable to the Bank;
- (ii) *On Delivery:* Seventy (65%) of the contract price shall be paid on receipt of Goods, submission of the documents specified in TCC Clause 9 and successful installation and commissioning. Wherever installation could not be carried out by the vendor due to the site not being ready even after 30 days after the last date for delivery mentioned in the purchase order, the payment would be released upon vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. However, for reasons of delays in installation not attributable to the Bank and / or in the absence of vendor submitting the certificate, the liquidated damages would be levied as stated in clause 22 hereafter; and
- (iii) *On Final Acceptance:* the remaining twenty (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Bank's representative along with the Bank Guarantee of equivalent amount valid for the period of warranty. *(The Bank guarantee submitted towards performance guarantee will be released only after receipt of the above).*

15.2 *Payment for annual maintenance charges:*

The annual maintenance and repair cost (after warranty period) shall be paid in equal half-yearly installments within thirty (30) days from the date of completion of respective half-yearly period, subject to satisfactory services rendered, from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule, on receipt of Bank guarantee for 4% (four percent) of the Contract Price valid for 36 months from the date of completion of the warranty period. *(The Bank guarantee submitted at the time of Final Payment will be released only after receipt of the above).*

15.3 (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank or a Foreign bank operating in India, acceptable to the Bank (Purchaser), in the format enclosed. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, acceptable to the Bank (Purchaser).

(ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation of the goods at their final destination.

16. Prices

Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

17. Change Orders

17.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) specifications;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of Bank's change order.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Bank in writing of all subcontracts awarded under the Contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontract shall be only for bought-out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of TCC.

Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

23. Termination for Default

23.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

26. Termination for Convenience

26.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Resolution of Disputes

27.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

27.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, Indian Banks Association, India and shall be final and binding on the parties;
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by the Chairman, Indian Banks Association, India, both in cases of the Foreign Supplier as well as Indian Supplier. A certified copy of the order of the Chairman, Indian Banks Association, India, making such an appointment shall be furnished to each of the parties;
- (c) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (e) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Chairman, Indian Banks Association, India.

28. *Governing Language*

28.1 The governing language shall be English.

29. *Applicable Law*

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Purchaser falls.

30. *Notices*

30.1 The following shall be the address of the Bank and Supplier:

Bank's address for notice purposes :

Bank of India,
 Information Technology Department,
Hazaribag Zonal Office,
 Zulu Park,
 Hazaribag – 825 301.
 Jharkhand.

Supplier's address for notice purposes:

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30.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

31. *Taxes and Duties*

31.1 Bidders will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of goods at site including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

Income / Corporate Taxes in India:

- 31.2 The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.
- 31.3 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.
- 31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

32. *Supplier Integrity:*

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

33. *Supplier's obligations:*

The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

34. *Patent Rights:*

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

35. *Site preparation and installation:*

The Bank is solely responsible for the construction of the UPS sites in compliance with the technical and environmental specifications defined by the Supplier. The Bank will designate the installation sites before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the UPS.

36. *Installation:*

The Supplier is responsible for all unpacking, assembling, wiring, installations and connecting to power supplies. The Supplier will test all UPS operations and accomplish all adjustments necessary for successful and continuous operation of the UPS at all installation sites.

37. *Maintenance:*

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all UPS execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within two (2) hours of being notified of equipment malfunction.

38. *Technical Documentation:*

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

39. *Right to use defective equipment:*

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Bank shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Bank's operation.

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Annexure C**Technical Specification for True Online Double Conversion UPS System**

Sr.No.	Specification	Our Requirement	Your Offer
	Model	Must be indicated	
01.	Technology		
	a. Inverter Technology	IGBT	
02.	Input		
	a. Voltage 1. Nominal 2. Range	230 V A.C. 90V – 270V(see footnote)	
	b. Frequency 1. Nominal 2. Range	50 Hz +/- 5%	
	c. Phase	Single Phase, 3 Wire	
	d. Over Voltage Protection	Should be provided	
	e. Under Voltage Protection	Should be Provided	
	f. Over Voltage Cut off	If this feature is not Built-in, it must be provided externally.	
03.	Intermediate DC Circuit		
	A. Charger Circuit to charge batteries (required for reqd. backup) within 12 Hrs. to full charge.	Should be Provided. Built-in Preferably.	
	b. DC bus ripple	< 1%	
	B. batteries		
	a. Back up period	Minimum 4 Hours on 100% load	
	b. Type	Sealed Maintenance Free Lead Acid	
	c. Battery recharge time from fully discharged condition to 100% charged condition	Should not exceed 12 Hours	
	d. Battery Housing	Closed Cabinet with suitable air louvers	
	e. Battery Life	Minimum 3 years warranty and replacement guarantee must be offered by vendor.	
	f. Make	ANY	
	g. VAH calculation in respect of type of Batteries offered	To be provided by vendor separately.	
04.	Output		
	a. Voltage	230 V AC	
	b. Voltage regulation 1. Steady State 2. Transient Response	+/- 2% +/- 5% with 100% non-linear step load	
	c. Frequency	50Hz	
	d. Frequency Regulation 1. Free Running 2. Sync Mode	+/- 1% +/- 2 Hz	
	e. Over Voltage Protection	Should be Provided	
	f. Under Voltage Protection	Should be Provided	
	g. Phase	Single Phase	
	h. Overload Capacity	125% of rated load for 120 sec.	
	i. Waveform	Pure Sinewave	
	j. Total Harmonic Distortion	< 3% for linear load. < 5% for non-linear load	
	k. Crest factor	Minimum 3:1 at full load	
	l. Power factor	0.7 lag	
	m. Short Circuit Protection	MCB/MCCB should trip Soft shutdown should occur without blowing any fuse	

05.	Cold start Feature	Should be provided	
06.	Static Switch	Should be provided and should take care of 100% uninterrupted transfer of load from UPS.	
	a. Transfer Time	< 4 m sec.	
07.	Bypass	AUTOMATIC	
08.	Efficiency		
	a. Inverter efficiency	85% or better	
	b. Overall efficiency (AC to AC)	80% or better	
09.	Isolation		
	a. Isolation of Power at Input and Output	Both input and output to have MCB's or MCCB's. Also, battery connection to have MCB/MCCB or equivalent or better circuitry.	
	b. Isolation Transformer	At output	
10.	Audible Alarm for		
	a. Battery Low	Should be Provided	
	b. Mains Failure	Should be Provided	
	c. UPS Failure	Should be Provided	
11.	Environmental and Mechanical		
	a. Operating Temperature	0-50 ⁰ C	
	b. Humidity	10 – 90% (Non-condensing)	
	c. Audible Noise Level	< 50 dB at full load	
12.	Compatibility	Should be Generator compatible.	
13.	Upgradability	Future upgradation must be ensured.	

At specific locations/sites, where mains voltage is below the input voltage level vendor shall be willing to install suitable voltage stabilizer, so that the mains voltage is automatically conditioned/boosted to within the acceptable input voltage range of UPS. There shall be a separate stabilizer for each UPS unit in such locations/cities. The Cost of such stabilizer should be quoted separately as an optional item in the price schedule, with detailed break-up of basic cost, duties, taxes, etc. The cost of optional items will not be considered while evaluating the prices.

**PROPOSAL FORM (TECHNICAL PROPOSAL)
(to be included in Technical Proposal Envelope)**

Date :.....

To:

Bank of India,
Zonal Office
Hazaribag Zone
Vidya Nivas,
Zulu Park.
Hazaribag-825301

Dear Sir,

**Re: Request for Proposal for UPS
at the Bank's Branches/Offices under Hazaribag Zone.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver UPS, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Proposal and the rates quoted therein.

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

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

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

Dated this _____ day of _____ 2010

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

**PROPOSAL FORM (PRICE PROPOSAL)
(to be included in Price Proposal Envelope)**

Date :.....

To:

Bank of India,
Zonal Office
Hazaribag Zone
Vidya Nivas,
Zulu Park,
Hazaribag – 825 301
Jharkhand

Dear Sir,

**Re: Request for Proposal for UPS
at the Bank's Branches/Offices under Hazaribag Zone.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver UPS, in conformity with the said Proposal documents for the sum of (*Total Proposal amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

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

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

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

Dated this _____ day of _____ 2010

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE

1	2	3	4	5	6	7	8	9
Item Description (with Item No. as shown in Technical Specifications)	Country of Origin	Cost of UPS	Cost of Battery **	TOTAL Cost of UPS	Annual Maintenance Charges (3 year) (post-warranty) Rs.	Total Unit Price (In Figures) inclusive of Warranty / AMC for total period of 5 years Rs.	Total Unit Price in Words (Column 7 In Words) Rupees.	One – time Sales Tax Payable Rs.
UPS 2 KVA								
UPS 3 KVA								
UPS 5 KVA								
UPS 7 KVA								

Note:

1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges except Sales tax applicable in respective State, which should be indicated in Column 9. Octroi or entry-tax, if applicable, shall be reimbursed extra at actuals, against proof of payment in original. The price so quoted, shall be valid for 120 days from the date of award of Contract.

2. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations) whatsoever, shall be admissible during the Price validity Period.

**** Battery make and AH type should be mentioned in the proposal.**

Signature of Bidder

Name

Business Address

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date:

To:

Dear Sir:

**Proposal for Supply of UPS
at the Bank's Branches/Offices under Hazaribag Zone.**

We _____ who are established and reputable manufacturers of _____ having factories at _____ (*address of factory*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Proposal.

We hereby extend our full guarantee and warranty (as mentioned in the "Instructions to Vendors)", for the goods and services offered by the above firm against this Proposal.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Vendor in its Proposal.

FORM-8
SERVICE AND SUPPORT DETAILS
NEAREST SERVICE CENTRES

DESTINATION	ADDRESS AND TELEPHONE NO.S OF THE SERVICE AGENT SUPPORTING THE DESTINATIONS IN COL. 1	In respect of column 2 please state whether own branch or franchise	STATUS OF OFFICE, WORKING DAYS AND HOURS	NUMBER OF ENGINEERS	NUMBER OF ADMINISTRATIVE STAFF	VALUE OF MINIMUM STOCK OF SPARES AVAILABLE AT ALL TIMES	LIST OF MODELS & TYPES OF UPS SERVICED IN LAST 2 YEARS
1	2	3	4	5	6	8	9

Important Note: (i) Please specify whether the service support will be rendered by the Bidder / Dealers / Franchisee
(ii) If the Service Support information is not furnished strictly as per the format above, the Bid submitted **may be treated as non-responsive, and rejected.**