



*Relationships beyond Banking...*

**Bank of India**

AGRA ZONE

Information Technology Department

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Ref No: ZO: IT: HK: 184

Date: 09-03-2010

Dear Sirs,

**Requesting Proposal for Procuring Hardware  
for Bank's various Branches in Agra Zone**

This is in continuation to our tender notice dated 30 January 2010. As adequate numbers of proposals are not received from the suppliers, we have extend the last date of submission up to 06-03-2010 as per tender notice dated 19 February 2010 but second time also we have not received the adequate numbers of proposals now the same is being reproduced with new date for submission of proposals.

The Bank intends to procure specific hardware/software items for its various Branches in Agra Zone and for the purpose, invites Unit Prices for the items as per the specifications given for each and every item in Annexure-C. You are requested to send your Proposal for the same.

In this regard, a two-envelope Bidding Procedure (Technical Bid and Price Bid in separate envelopes) has to be adopted. The Technical Proposal envelope should not contain any financial terms like cost of software or any of its components. The technical proposal should contain 'Technical compliance sheet' in our format only otherwise Banks has the right to reject your tender. The financial Bid envelope should contain both the cost of hardware as well as the AMC Charges as mentioned in the enclosures.

**Interested vendors should also submit a Demand Draft of Rs. 25000/- (Rs. Twenty Five thousand only) refundable in favour of "Bank of India" payable at Agra, otherwise the tender document will be rejected by bank. The awarded vendor will get the refundable amount after the supply and successful installation of Hardware/software and peripherals where as demand draft of rest vendors will be sent by post once the tender process completed. In case the vendor not executes the purchase order as per bank norms, the refundable amount of Rs. 25000/- will be lapsed.**

Please note that this is only an enquiry and without any commitment on the part of the Bank to place the order with you, and/or purchase the said or any hardware and peripherals. Please also note the following while submitting your proposal:

- Only one Model / Make, strictly conforming the specifications should be quoted.
- Unit Prices of all items specified in the proposal has to be quoted.
- **Price Evaluation will be done item wise.**

Vendors with Service/Support center at Mathura, Aligarh, Mahamaya Nagar (Hathras), Agra, Etah, Etawah, Mainpuri, Farrukhabad, Kannauj and Firozabad District will be an added advantage for evaluation purpose. (Attach full details in separate sheet)

**Request for Proposal for Hardware/System Software at the Bank's Offices in Agra Zone**

The Bank reserves the right to accept any proposal or reject all the proposals, without assigning any reasons therefore.

The proposal shall remain valid for 45 days from the date of opening of Proposal and the rates of items finally selected shall remain valid for **180 days** from the date of award of contract.

In case of an item, which has not been in any quotation, the highest quote (quantity) of all the Proposals received will be taken for evaluation purpose. However, in case the said vendor is found to be most responsive vendor, while placing the order with him, the lowest amongst all quotes for the said item would be reckoned for placing the order/award of Contract. This shall be binding upon the vendor. The Bank reserves the right to accept any proposal or reject all the proposals, without assigning any reasons whatsoever.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

The last date for submission of the proposal is **13 March 2010** and should reach our office, by 2.00 PM on that day. We propose to open the tender on **18 March 2010** at 03.00 PM at our office. You may make it convenient to attend the said meeting in person or through your authorized representative.

(B. N. Bhatia)  
**Dy. Zonal Manager**

**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 the '**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 ("Technical Proposal" for Procurement of Computer Hardware / System Software and Peripherals for Agra Zone of Bank of India) and ("Price Proposal" for Procurement of Computer Hardware/System Software and Peripherals for Agra Zone of Bank of India) as the case may be.

Documents comprising the Technical Proposal Envelope, should be:

- (a) Compliance to Terms and Conditions of Contract (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;
- (f) Declaration form confirming compliance with TCC (FORM-1A) duly signed by the vendor

**Any Technical Proposal not containing the above will be rejected.**

**Any Technical Proposal containing any price information will be rejected.**

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 completed and signed by the vendor.

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 HARDWARE / PERIPHERALS for branches / offices in Agra Zone" and a statement: "**DO NOT OPEN BEFORE 02.03.2010**".

Proposals must be received by the Bank at the address specified, no later than the date & time specified in 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 (Bank of India), represented by its Head Office / Zonal Offices 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 (Bank), 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 bidder, 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, Agra Zone center at Mathura, Aligarh, Mahamaya Nagar (Hathras), Agra, Etah, Etawah, Mainpuri, Farrukhabad, Kannauj and Firozabad District

**2. Country of Origin / Eligibility of Goods & Services**

- 2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Vendor.

**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 this document except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, 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 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 Supplier shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

## **6. Acceptance Procedure**

6.1 On successful completion of installation /commissioning of the equipment, etc., and after the Purchaser is satisfied with the working of the system and successful completion of the acceptability test ( as per para 6.2 of TCC), the acceptance certificate (as per the format enclosed Form 7) 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 systems.

### **6.2 Inspection and Quality Control Tests**

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 Supplier before award of the Purchase Contract, by the Bank / Bank's Consultants;

Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

- (ii) The inspection of the Goods is to check whether the Goods are in conformity with the technical specifications mentioned in the Invitation for Quotation or the Quotation submitted by the Supplier. The Supplier will dispatch the goods to the ultimate consignee after internal inspection/testing alongwith 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 may 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). Complete hardware and software should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests. The Supplier will provide and run diagnostics required for the same at its own

cost;

- (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 hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the Operating System software should be complete and no missing modules / sections will be allowed. 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;

Provided that the Bank may, at its discretion, require the Supplier to devise and conduct the acceptance test, at his own cost, in the presence of Bank's representative(s) to establish to the satisfaction of the Bank that the configuration/performance of the goods supplied are in conformity with the specifications laid down in the purchase contract.

- (v) In the event of the hardware and software 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.
- (V) 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.
- (vi) Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

### 6.3 Manuals and Drawings

- (i) Before the goods and equipment are taken over by the Bank, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the goods. The manuals and drawings shall be in English.
- (ii) 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.

### 6.4 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

### 6.5 Acceptance Certificates

On successful completion of acceptability test (if conducted), receipt of deliverables, etc., and after the Bank is satisfied with the working of the system/goods supplied, the acceptance certificate signed by the Supplier and the representative of the Bank will be issued (as per the format enclosed Form 7). The date on which such

certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.

**7.**

***Packing***

- 7.1 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.
- 7.2 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.

**8. *Delivery and Documents***

- 8.1 Delivery of the Goods shall be made by the Supplier **within four (4) weeks from the date of Purchase Order/ Award of Contract.** The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:
- (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 Purchaser / 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.

**9. *Insurance***

- 9.1 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.

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.

**10. Transportation**

- 10.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within India (State of Maharashtra), 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.

**11. Incidental Services**

- 11.1 The incidental services to be provided are as under:
- (a) Performance of on-site assembly and start-up of the supplied computer hardware, operating system and other software packages;
  - (b) Furnishing of appropriate hardware, system design and programming services required for development and/or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
  - (d) Maintenance, repair and software updates of the supplied Goods for a period of four years as specified in the Clause 13 of TCC, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
  - (e) Training to the Purchaser's personnel at the mutually convenient dates and location, preferably purchaser's office or other facility, in the installation /operation of the computer hardware, utilities and all contracted software for not exceeding 2 days.

**12. Spare Parts**

- 12.1 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.
    - (iii) The vendor shall stock adequate spares as indented by the Bank at their respective Zonal Offices to ensure a better uptime, at no cost the bank

**13. Warranty**

- 13.1 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.
- 13.2 **The warranty period shall be minimum for 48 months from the date of acceptance of the Goods.** 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 carry out further performance tests in accordance with TCC clause 6.2.

- 13.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 In case an equipment, peripheral or components such as CPU, monitors, printers, etc. are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the Bank's regular work.
- 13.5 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.
- 13.6 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.
- 13.7 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.

#### 13.8 **Maintenance Service**

- 13.8.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. During the Warranty period, the Supplier should also provide preventive maintenance services periodically (quarterly), free-of-cost. The Bank at its discretion may enter into AMC after Warranty period of 4 years.
- 13.8.2 The maximum response time for a maintenance complaint from any of the destination (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 3 (three) hours from receipt of such communication.
- 13.8.3 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 of Rs.500/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty period. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head the Bank shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

#### 14. **Payment**

- 14.1 Payment shall be made in Indian Rupees, in the following manner:
  - (i) On Delivery: Ninety percent (90%) of the order value on installation and commissioning of the Hardware ordered, and Purchaser's (Bank's) acceptance of the Hardware ordered. 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. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.

(iii) Balance Payment: Balance Ten percent (10%) will be paid

either after expiry of 4 years Warranty period

or against submission of Performance Bank guarantee of a reputed Bank for an equivalent amount valid for the period of warranty of 4 years.

#### **14.2 Bank Guarantee / Performance Security**

- (i) The Performance Security /Bank Guarantee shall be denominated in Indian rupees. 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.
- (iii) The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- (iii) In the event of any contract amendment, the Supplier shall, within 7 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.

#### **15. Prices**

- 15.1 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.

#### **16. Change Orders**

- 16.1 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.
- 16.2 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 the time stipulated for deliver, installation of equipments, 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.

**17. Contract Amendments**

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

**18. Assignment**

18.1 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.

**19. Subcontracts**

19.1 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. Sub-contract shall be only for bought-out items and sub-assemblies.

19.2 Subcontracts must comply with the provisions of TCC.

**20. Delays in the Supplier's Performance**

20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser / Bank in TCC.

20.2 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.

20.3 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.

**21. Liquidated Damages**

21.1 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.

**22. Termination for Default**

22.1 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.

22.2 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.

**23. Force Majeure**

23.1 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.

23.2 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 as acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.3 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.

**24. Termination for Insolvency**

24.1 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.

**25. Termination for Convenience**

25.1 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.

25.2 The Goods that are complete and ready for delivery within seven (7) 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 to have any portion completed and delivered at the Contract terms and prices.

**26. Resolution of Disputes**

26.1 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.

26.2 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 forum.

26.3 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. Where the value of the contract is above Rs. 1 Crore, the arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Supplier.

b) 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;

c) 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

d) 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.

**27. Governing Language**

27.1 The governing language shall be English.

**28. Applicable Law**

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

**29. Notices**

29.1 The following shall be the address of the Bank and Supplier:  
Bank's address for notice purposes:

Bank of India,  
Information Technology Department.  
LIC Building,  
1<sup>st</sup> Floor, Sanjay place,  
Agra-282002  
Uttar pradesh.

Supplier's address for notice purposes:

.....  
.....  
.....  
.....

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

**30. Taxes and Duties**

30.1 Supplier will be entirely responsible for all applicable present and future 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**

30.2 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.

- 30.3 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.
- 30.4 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.

**31. 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.

**32. 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 misdemeanours.

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.

**33. Site preparation and installation**

The Bank is solely responsible for the construction of the hardware 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 hardware.

**34. Hardware Installation**

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

**35. Hardware & Software Maintenance**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware 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.

During Warranty period the Supplier will in addition to attending the service calls as provided above, perform preventive maintenance once in a quarter on a mutually convenient day.

**36. 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.

**37. Standards**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISO, X/Open etc.

Please note that any quotation which does not provide the above information in the specified formats is likely to be rejected and the Bank will not enter into any correspondence with the vendor in this regard. You are requested to quote only one model against each item.

**38. 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.

**39. Award Criteria**

The Bank will award the Contract to the successful Bidder, out of the Bidders who have responded to Bank's Request For Proposal, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

**40. Repeat Orders**

After a Purchase Contract is awarded to a Supplier, the Bank may, at his discretion, award further Purchase Contracts to the same Supplier for all/some of the goods originally quoted by him at the same/reduced prices up to a period of 6 (six) months from the date of the first Purchase Contract without calling for fresh quotations.

**41. Bank's Right to Reject Any or All Bids**

The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.



**TECHNICAL SPECIFICATIONS (Minimum)  
FOR PERIPHERALS AND ACCESSORIES**

The bidders are requested to carefully note the following:

- 1) Please enclose detailed original product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in English language) **specific to the make/model(s) of the equipment** or details of the model and make of the PC displayed on your website. Please note that Bid not containing product brochures, manuals may be treated non-responsive.
- 2) Please bring out explicitly any deviation from the specifications in the products offered.

<i>No</i>	<i>Component</i>	<i>Description</i>
1	Laser-jet (with and without Network Card) (HP Laser Jet)	Upto 24 ppm,600x600 dpi, 266 mhz processor, 2 mb ram, interface usb2.0 , Monthly dutycycle 8000 pages,
2	Colour Laser-jet Printer (HP Colour Laser Jet)	Upto 12 ppm,600x600 dpi,300 mhz processor, 64mb ram & expandable upto 320 MB, interface usb2.0 Monthly dutycycle 35000 pages, Standard paper tray 2, Memory slot-1 100-pin DIMM slot.
3	Ethernet Switch (16 Port)( Dlink/cisco/HCL )	10/100 mbps Ethernet switch, non-managed, Auto MDI/MDIX for each port, Full/ Half duplex support, Flow control for protection against data loss, compact desktop size
4	Ethernet Switch (24 Port) ( Dlink/Cisco/HCL )	10/100 mbps Ethernet switch, non-managed, Auto MDI/MDIX for each port, Full/ Half duplex support, Flow control for protection against data loss, compact desktop size

**Important Notes:-**

Depending on costs/requirement, the Bank reserves the right to choose any configuration or model, Bank's choice will be final and binding on the bidders

All items/components should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.

**Technical specifications** of the equipment offered (against the requirements specified) as well as the **Technical Details** (in the prescribed format) should be furnished along with the Bid, for all the items offered. Otherwise the offer would be treated as Non-responsive.

Software drivers for DOS(v6.22 or higher), Microsoft-XP Professional, Microsoft Windows 98, Microsoft Windows NT (v4.x), Microsoft Windows 2000 and Novell Internetwork (v4.20) with and without SFT-II should be supplied for hardware and peripherals.

Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) **specific to the make/model(s) of the equipment offered** should be submitted along with the offer. Otherwise the offer would be treated as Non-responsive.

**Hard copies (in original) of as many – product brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for all the components. - like motherboard, disk drives, IDE/EIDE Controller, Display Controller, Ethernet Interface, CD-ROM , Monitor, keyboard etc should be included in the offer.**

**All software supplied should be legal and licensed and supplied on standard CD-ROM media, with user documentation (English language versions).**

Any deviation from the above specifications in the offered products should be separately brought out explicitly, in the column provided therefor.

**FORMATS**

<b>No.</b>	<b>Description</b>	<b>Form No.</b>
1	Proposal Form (Technical Proposal)	Form 1
2	Declaration Form confirming to Terms and Conditions of Contract	Form 1 A
3	Proposal Form (Price Proposal)	Form 2
4	Price Schedule	Form 3
5	Contract Form	Form 4
6	Manufacturer's Authorization Form	Form 5
7	Acceptance Certificate	Form 6
8	Service Support Details	Form 7
9	Performance Guarantee Form	Form 8

\*\*\*\*\*

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

Date:.....

To:  
Bank of India,  
Information Technology Department.  
LIC Building,  
1<sup>st</sup> Floor, Sanjay place,  
Agra-282002  
Uttar pradesh.

Gentlemen,

**Request for Proposal for procurement of Hardware and Peripherals  
for Bank's various branches/ departments in Agra Zone**

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

We undertake, if our Proposal is accepted, to deliver, install and commission the system (Hardware and peripherals) within 4 weeks of acceptance of Purchase Order.

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

\_\_\_\_\_

\*\*\*\*\*

**FORM 1A**

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

Date:.....

To:  
Bank of India,  
Information Technology Department.  
LIC Building,  
1<sup>st</sup> Floor, Sanjay place,  
Agra-282002  
Uttar Pradesh.

Gentlemen,

**Request for Proposal for procurement of Hardware and Peripherals  
for Bank's various branches/ departments in Agra Zone**

We, M/s \_\_\_\_\_ declare and confirm that we have not made any changes in the text of the Bid document / Terms and Conditions

We accept all the Terms and Conditions of specified in the Bid document

OR

Deviations if any, have been separately spelled out by way of a letter, which is annexed to this declaration form.

Further Deviations if any, in the desired minimum Specifications of the Hardware and Peripheral items have been explicitly specified in the column for deviations.

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,  
Information Technology Department.  
LIC Building,  
1<sup>st</sup> Floor, Sanjay place,  
Agra-282002  
Uttar pradesh.

Gentlemen,

**Request for Proposal for procurement of Hardware and Peripherals  
for Bank's various branches / departments in Agra Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Hardware/Software, 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 (Hardware and peripherals) within 4 weeks of acceptance of Purchase Order.

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**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
<b>Item Description Configuration as per PART I and PART II of Annexure B Technical Specifications</b>	<b>Model Quoted</b>	<b>Country of Origin</b>	<b>Unit Price for delivery at final destination</b>	<b>Total Unit Price inclusive of Warranty period for 4 years on site</b>	<b>One time Sales tax/Vat payable Rs</b>	<b>Total Unit price inclusive of all taxes Rs. (Col. 4+5)</b>	<b>Qty</b>	<b>Total Price inclusive of all Taxes (Col. 6*7)</b>
Laser-Jet printer (Item No. 1 of Part II Annexure c)							50	
Colour Laser-jet printer (Item No. 2 of Part II Annexure c)							2	
Ethernet Switch (16 Port) (Item No. 3 of Part II Annexure c)							10	
Ethernet Switch (24 Port) (Item No. 4 of Part II Annexure c)							10	

**The Quantity mentioned here is indicative only, original quantity may vary.**

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2010 Between ..... (*Name of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) having its Registered Office at ..... (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Purchaser invited Bids for certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a Bid by the Supplier for the supply of those goods and services at a sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of RFP ZO:IT:HK:175 dated 30 January 2010 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Technical Specifications;
  - (c) the Terms and Conditions of Contract;
  - (d) the Declaration by the Bidders conforming to Terms and Conditions of Contract
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Neither party shall disclose the confidential information to a third party. The parties will, at all times, maintain confidentiality regarding the contents of this Agreement and proprietary information including any business, technical or financial information.

Brief particulars of the goods and services, which shall be supplied/provided by the Supplier, are as under:

S. No.	Brief Description of Goods & Services	Qty. to be supplied	Unit Price	Total Price

**TOTAL VALUE:**

**DELIVERY SCHEDULE: Delivery, Installation and commissioning within 4 weeks of acceptance of Purchase Order.**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the Purchaser) in the presence of:.....

Signed, Sealed and Delivered by the said ..... (For the Supplier) in the presence of:.....

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date:

To:

Dear Sir:

**Request for Proposal for procurement of Hardware and Peripherals  
for Bank's various branches/departments in Agra 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. The Vendor in its Proposal should include it.

**ACCEPTANCE CERTIFICATE**

***Certificate for issue by the Purchaser after successful commissioning of equipment supplied***

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

**Sub: Certificate of commissioning of supplied equipment**

1. This is to certify that the equipment as detailed below have been received in good condition along with all the hardware and systems software, standard and special accessories in accordance with the Contract, System Configuration / Specifications. The same have been successfully installed and commissioned.

(a) PO/Contract No. \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment: As per Specifications

(c) Quantity: As per Quantity in Purchase Order

(d) Name of the transporter:

(e) L.R. No. \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the consignee: **Bank of India**, \_\_\_\_\_ Branch / Office.

(g) Date of commissioning and/or conducting Acceptance Test: \_\_\_\_\_

2. Details of accessories/parts, etc. not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The total amount of recovery on account of non-supply of accessories and parts given under para no.2 is: \_\_\_\_\_.

4. The Acceptance Test has been done to our entire satisfaction and / or the PC/Printer/Scanner is operating trouble free, there is no excessive heating of motors attached to Printers, malfunctioning of equipment or any other defect in the Hardware and Peripherals supplied.

5. The supplier has fulfilled his contractual obligations, satisfactorily.

**FOR**

(to be signed and stamped by the vendor)

**FOR BANK OF INDIA**

\_\_\_\_\_ Branch / Office

Name: \_\_\_\_\_

Designation with Stamp:

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

**SERVICE SUPPORT DETAILS**

Within Agra, Mainpuri, Etawah, Kannauj, Farrukhabad, Mahamaya Nagar, Aligarh, Mathura, Firozabad Districts

NEAREST SERVICE CENTRE								
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 SOFTWARE ENGINEERS	NUMBER OF HARDWARE ENGINEERS	NUMBER OF ADMINISTRATIVE STAFF	VALUE OF MINIMUM STOCK OF SPARES AVAILABLE AT ALL TIMES	LIST OF MODELS & TYPES OF PCs AND PERIPHERALS SERVICED IN LAST 2 YEARS
1	2	3	4	5	6	7	8	9

Signature and seal of the  
Manufacturer/Bidder

**Important Note:** (i) Please specify whether the service support will be rendered by the Bidder / Dealers / Franchise

(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.**

**PERFORMANCE GURANTTE FORMAT**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... to supply.....(Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE, WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

.....

.....

Address:.....

.....

.....