

## HubballiDharwad Zone

Information Technology Department  
#"Shiva naga Plaza" 1<sup>st</sup> Floor  
Basaveswara Nagar Cross,Gokulroad  
Hubballi-580030

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Ref.No.BOI: HDZO: IT: 2020-21: KT: 01

Date: 12.11.2020

### TENDER NOTICE

**Procurement of new UPS and TUBULAR/SMF BATTERIES**  
**For our Offices and Branches in HubballiDharwad Zone**

Tender Reference	Bank of India, Information Technology Department HubballiDharwad Zonal Office
Purpose	Request for Quotations for procurement of new UPS and TUBULAR/SMF batteries for our offices and branches in Hubballi Dharwad Zone
Validity of Work Order	1 year effective from 01.12.2020
Address for Submission of Sealed Tender Quotations	Submission as per the procedure by hand delivery to the address mentioned below
Earnest Deposit Amount	Rs,1,00,000 (Rupees One Lakh Only) favoring Bank of India A/C (name of the bidder) which will be retained for a period of 1 year from the L1 bidder
Our Future Requirement	Around 40 UPS mix of both 3 KVA and 6 KVA and around 250 batteries
Tender Document Fees	Rs. 5000 (DD to be drawn favoring Bank of India, Zonal Office, Gokul Road payable at Hubli) towards Tender Document Cost as well as Participation fees which is non refundable irrespective of whether the tender is accepted and contract is awarded or not.

### DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without

being under any obligation to do so, update, amend or supplement the information in this RFP.

1. Bank of India, HubballiDharwad Zone intends to purchase UPS and TUBULAR/SMF batteries for the offices and existing/new branches. Sealed tenders are invited from vendors for supply installation and commissioning of the same.

2. In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. The Technical Proposal envelope should not contain any financial terms and quotations. The financial bid envelope should contain both the cost details as well as manufacturers built-in warranty charges as mentioned in the enclosures. The specifications given are the minimum requirements and the bidders may choose any specification equivalent or superior to the one given by the Bank in case the exact match is not in their product line.

3. The bidders are requested to note the following:

(i) Only one Model / Make, strictly conforming to the specifications as mentioned in the RFP should be quoted.

(ii) Total unit cost to the Bank will be decided on the basis of unit cost of the hardware inclusive of Warranty support as offered by OEM.

(iii) The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor either by Opening of Commercial Bids of vendors (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Vendor through On Line Reverse Auction.

(iv) The bidder may quote the best competitive price in the commercial bid as the commercial bid submitted by you will be opened to decide the L1 price.

(v) The Bank reserves the right to place the order in lots as per Bank's requirements.

(vi) All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.

(vii) 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 standard and optional items if any offered. Otherwise the offer would be treated as Non-responsive.

(viii) 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 (whether standard or optional) offered should be submitted along with the offer. Otherwise the offer would be treated as Non-responsive. Each and every Sr No of the component of the specification (e.g.1.0, 1.1, 1.2etc) should be flagged in the product brochures, catalogues, technical literature, system/reference manuals, and instruction booklets for easy reference.

(ix) Any deviation from the specifications in the products offered should be separately

Brought out explicitly, in the column provided for this purpose.

(x) The Bank reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons thereof.

4. The proposal shall remain valid for Twelve months from the date of opening of Proposal and the rates of items finally selected shall remain valid for Twelve months from the date of award of contract.

5. The Bidding Document may be obtained from the Bank as under:

Date of Commencement of BID Document in our Website	13.11.2020
Last Date for Submission of Sealed Tender Quotations	26.11.2020 By 4 P.M
Date of Opening of Quotations	Tentatively on 27.11.2020
Contact Details	Kamlesh Kumar Tiwary Information Technology Department : 0836-2214526 Zonal Office ,Hubli-580030
Address for Communication and submission of bid.	Bank of India HubballiDharwad Zonal Office Information Technology Department "ShivanagaPlaza,1 <sup>st</sup> Floor, Basaveswara Nagar Gokul Road Hubballi - 580030 E-Mail Id: <a href="mailto:HubballiDharwad.IT@bankofindia.co.in">HubballiDharwad.IT@bankofindia.co.in</a>

**(K Prabhakaran)**  
**Zonal Manager**

**Annexure - A**

<b>Single phase input/output : Technical Specifications for UPS</b>			
<b>Item Description</b>	<b>BOI Mandatory Specifications</b>	<b>Vendors Specifications</b>	
<b>UPS rating</b>	<b>3 KVA and 6 KVA</b>	<b>3 KVA</b>	<b>6 KVA</b>
Technology	<b>True Online Double Conversion</b>		
Inverter type	<b>IGBT based PWM</b>		
Audible Noise	<50 dBA		
<b>AC INPUT</b>			
Input Voltage	230 V Single Phase		
Input Voltage Range	<b>176-276Vac, full load and 110-276 at 50% load</b>		
Input Power Factor	0.99 to unity		
Input Frequency	50Hz +/-10%		
Input Frequency Range	(45Hz. To 55Hz.)		
Input Current Harmonics	<5% on full load		
<b>AC OUTPUT</b>			
Output Voltage Range	220VAC +/-2%		
Harmonic Distortion	< 3%(Linear Load); <5%(Non-Linear Load)		
Frequency synchronization with bypass	+/-10%, synchronized with bypass,		
Free Running Frequency	50Hz +/-0.2% free run		
Waveform	<b>True Sine Wave</b>		
Power Factor	0.7- 0.8		
Crest Factor	3:01		
Inverter Overload Capability	120-125% for 5-10 min, 150% for 10-60 Sec >150%, 200ms		
<b>Inverter Efficiency (DC to AC)</b>	<b>&gt; 90 %</b>		
Bypass transfer Switch	Switch with transfer time <5ms in sync. Mode		
Auto Bypass	Built In		
On line Battery testing facility	Optional		
Cold Start Facility	Required at full load on battery		
Dynamic Response	+/-5% at 100% load change		
<b>Indications</b>	LED/DIGITAL Mains ON, Inv. ON, Mains Fail, Battery Low, Trip etc.		
<b>Audible Alarm</b>	All fault conditions like Mains Fail, Battery Low, Over Load, Inv. O/UV, DC O/UV		
<b>Protections</b>	Over Load, Short Circuit etc. MCB/MCBB should trip/soft shutdown without blowing fuses or equivalent ( or better circuit protection)		
<b>Isolation Transformer</b>	Isolation Transformer is required at output <b>[In-Built ]</b>		
<b>Batteries</b>	Min 9600 VAH for Tubular batteries with 3 KVA UPS and Min 19200 for Tubular batteries with 6 KVA UPS		
<b>Test Report</b>	Tested by ETDC / Govt Engg college /IIT		

**Single phase input/output : Technical Specifications for BATTERIES**

BATTERY DETAILS	Vendor Specifications	
	For 3 KVA UPS	For 6 KVA UPS
TYPE	SMF/TUBULAR	SMF/TUBULAR
Backup on Full load	4 - 5 hours	4 - 5 hours
Battery Voltage (VDC)	96 V	192 V
Battery VAH capacity **	9600 VAH	19200 VAH
Number of battery of 12V each	8	16
Battery AH Capacity	100 AH	100 AH
Battery make	Exide SMF/Southern SMF/Amararaja SMF (Sealed SMF Maintenance Free batteries)	Exide SMF/Southern SMF/Amararaja SMF (Sealed SMF Maintenance Free batteries)
Battery Make	Southern/Exide/Amararaja Tubular Batteries (maintenance 3 years)	Southern/Exide/Amararaja Tubular Batteries (maintenance 3 years)
Recharge Time	8 hours	8 hours
**Battery VAH Capacity = No. of Batteries x Battery AH Capacity x 12 V		

Bank of India : Hubballidharwad Zone			
PRICE SCHEDULE			
S.No	Item Description	3 KVA	6KVA
1	Unit Cost of UPS inclusive of all taxes, levies, VAT, installation charges, excluding Octroi		
2	Battery rack (Slotted Angle - min. thickness 2mm ) suitable for holding 10 & 20 No batteries ( The size - height/width ) may vary from branch to branch )		
3	Exide SMF/Tubular (When Purchased along with UPS)		
4	Southern SMF/Tubular (When Purchased along with UPS)		
5	Amararaja SMF/Tubular (When Purchased along with UPS)		
6	Total Unit Price of UPS with Exide SMF/Tubular Batteries (1+2+3)		
7	Total Unit Price of UPS with Southern SMF/Tubular Batteries ( 1+2+4)		
8	Total Unit Price of UPS with Amararaja SMF/Tubular Batteries (1+2+5)		
9	Warranty Period of UPS	3 years	3 years
10	Warranty Period of Batteries (Minimum 3 years)	3 years	3 years
11	Annual Maintenance Charges for UPS (Post Warranty) - %		
12	Annual Maintenance Charges for New Batteries (Post Warranty) - %		
13	Annual Maintenance Charges for Existing Batteries - %		
14	Other charges if any, like transportation, connectors etc.		
15	Delivery Period from the date of Purchase Order Date		
16	BUY BACK COST FOR UPS - 1,2,& 3 KVA ( all inclusive w/o batteries		
	<b>Cost of Batteries If purchased separately for Replacement</b>	<b>All Inclusive Price , Delivery &amp; Installation at Site ( Unit Price in Rs )</b>	<b>Warranty</b>
1	Exide SMF (12V/100AH )		3 years
2	Southern SMF (12V/100AH )		3 years
3	Amararaja SMF (12V/100AH )		3 years
4	Delivery Period		
	<b>Buy back offer for existing Old batteries</b>		
1	Exide EL Series (12V/100AH )		
2	Southern Tubular ( PP Container ) (12V/100AH )		
3	SMF Batteries (12V/100AH) (Any Make/Model)		
4	Any Other Make (12V/100AH) and(12v/ 200AH)		

## Annexure-B

### Instructions to Vendors

#### **Submission of Proposals (Methodology)**

The Proposal shall be submitted in two separate envelopes:

1. Part I covering the Technical (except equipment price and warranty charges) and Qualification aspects hereinafter referred to as **Technical Proposal** and
2. Part II covering only the price schedules hereinafter referred to as the **Commercial Proposal**.

**The two parts should be in two separate covers** each super scribed with the name of the Project **“TENDER 2020-2021: Proposal for Procurement of new UPS and TUBULAR/SMF batteries for Offices and Branches in Hubballi Dharwad Zone”** as well as **“Technical Proposal”** and **“Commercial Proposal”** as the case may be.

#### **Documents comprising the Technical Proposal Envelope, should:**

- (a) Duly signed copy of the TCC (**Annexure-C**)
- (b) Comply with the Technical Specifications of each item (**Annexure-A**)
- (c) Be accompanied by duly filled in Proposal Form (**FORM-1**). The agreement of Non-Disclosure (**FORM-3**). The forms must be duly signed by the vendor on company's letterhead.

Any Technical Proposal not containing the above will be rejected.

Any Technical Proposal containing any price information will be rejected.

**Price Proposal Envelope should be accompanied by** duly filled in Proposal Forms (**FORM 2**) and (**FORM 4**). The forms must be duly signed by the vendor.

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

- (i) be addressed to the Bank at the address given; and
- (ii) Bear the Name **“TENDER 2020-2021: Proposal for Procurement of new UPS and SMF /TUBULAR batteries for Offices and Branches in Hubballi Dharwad Zone”** and a statement: **“DO NOT OPEN BEFORE 27.11.2020”**.

Proposals must be received by the Bank at the address specified, not later than the date & time specified in Request for Proposal.

## Annexure-C

### Terms and Conditions of Contract (TCC)

#### 1. Definitions

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

- (a) **"The Goods"** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank;
- (b) **"The Bank"** means the Bank of India;
- (c) **"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 Purchase Contract;
- (d) **"TCC"** means the Terms and Conditions of Contract contained in this section;
- (e) **"The Supplier"** or **"the Vendor"** means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (f) **"The Project Site"** means various branches/administrative offices of Bank of India.

#### 2. Country of Origin

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 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.

#### 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 as 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 The Supplier shall indemnify the Bank against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

#### **6. Performance Security**

6.1 Within 7 days of the award of Purchase order, the Supplier shall furnish to the Bank, the Performance Security for an amount equivalent of amount of advance valid up to 60 days after the date of completion of performance obligations including warranty obligations.

Provided that the Bank may, having regard to the value and/or nature of the goods of the purchase contract and, at its sole discretion, waive the performance guarantee

6.2 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.

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 Bank, in the form provided in Bid Form and Other Formats;

Or

(b) A Banker's Cheque / Demand Draft. Favoring "Bank of India"

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 or AMC obligations under the contract.

6.5 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.

## ***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 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 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). Complete installation and commissioning to be done 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 parts/excessive heating of motors in UPS systems should occur. 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.

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, including access to drawings and production data, 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 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### 7.5 Manuals and Drawings

7.5.1 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.

7.5.2 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.

#### 7.6 Acceptance Certificates:

7.6.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Supplier and the representative of the Bank will be issued.

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. Training shall be conducted on the dates mutually agreed up on 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) Contract No. (ii) Supplier's Name; (iii) Consignee's Name (iv) Packing List Reference number.

## **9. Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier **within 4 weeks from the date of purchase Order**. 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, and 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,

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 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" valid for a period not less than 1 month 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.

## **11. Transportation**

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, 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) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;

## **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.
  - (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.

## 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.

14.2 The warranty shall be for the period as offered by OEM and shall start from date of acceptance of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to the Bank. 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 7.

14.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 2 days, repair or replace the defective goods or parts thereof, without cost to the Bank.

14.5 If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days from the of receipt of such notice , 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.

14.6 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.

14.7 Maintenance Service:

14.7.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty.

14.7.2 The maximum response time for a maintenance complaint (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 the receipt of such communication.

14.7.3 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 or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as the case may be. 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.

## **15. Payment**

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

(i) **Advance Payment: Ten (10) %** of the total Contract Price shall be paid within 7 days of placement of order and upon submission of claim against a simple receipt and a bank guarantee for the equivalent amount valid until the entire consignment of goods is delivered and in the form acceptable to the Bank. **(Format As per Form-6)**

(ii) **On Delivery: Eighty (80) %** of the order value on installation and commissioning of the Hardware ordered, and 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 vendors 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.; and

(iii) **Balance payment: Balance 10%** will be paid either **after the expiry of Manufacturer's warranty period**

Or

Against submission of Performance Bank Guarantee of a reputed Bank, acceptable to the Bank, for an equivalent amount **valid for the period of warranty offered by OEM (Format As per Form-7)**

15.2 (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, 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.

(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 7 days from the date of Supplier's receipt of Bank's changed 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 quotation. Such notification, in the original quotation 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.

20.2 Subcontracts must comply with the provisions of TCC.



## ***21. 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.

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 1.00 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 it's 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 as acts of the Govt. 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 delivery within 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 Bank may elect to have any portion completed and delivered at the Contract terms and prices.

## ***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 forum.

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. 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.

**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 Supplier shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

**30. Notices**

30.1 The following shall be the address of the Bank for notice purposes:

**The Zonal Manager  
BANK OF INDIA  
HUBBALLI DHARWAD ZONE  
Information Technology Department  
Shivanaga Plaza" 1<sup>st</sup> Floor, Basaveswaranagar  
Hubballi - 580030  
Tel: 0836 -2214526/42  
E-Mail Id: [HubballiDharwad.IT@bankofindia.co.on](mailto:HubballiDharwad.IT@bankofindia.co.on)**

Supplier's address for notice purposes:

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

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

#### 31.2 Income / Corporate Taxes in India:

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 Tax deduction at Source:

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:**

32.1 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/Bank will treat as confidential all data and information about the Supplier/Bank/Contract, obtained in the execution of this tender, in strict confidence and will not reveal such information to any other party unless and until mutually agreed.

#### **34. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights 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.

#### **35. 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.

#### **36. Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware executes without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine 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 a quarter on a mutually convenient day.

#### **37. 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.

**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 rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Bank's operation.

**39. Repeat Orders:**

Bank reserves the right to place repeat order(s) on the bidder under the same terms and conditions within a period of 6 months from the date of acceptance of purchase order by the bidder.

The bidder should note that as equipment / hardware rates normally come down, hence the Bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

**40 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.

**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.

**FORM 1 PROPOSAL FORM (TECHNICAL PROPOSAL)**

**Ref. No. Ref.No.BOI:HDZO:IT:2020-21:KT:01**

**Date: 12.11.2020**

**Procurement of UPS and BATTERIES for Zonal Office and Branches in HubballiDharwad Zone**

**(To be kept in the Technical Proposal Envelope)**

Date:.....

To:

Gentlemen,

**Re: Request for Proposal Procurement of UPS and BATTERIES for Zonal Office and Branches at Karnataka State.**

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.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in **clause 9.1 of Annexure C**.

If our Proposal is accepted, we will obtain the guarantee of a bank for 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 ..... 20.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_  
\*\*\*\*

**FORM 2 PROPOSAL FORM (PRICE PROPOSAL)**

**Ref. No. Ref.No.BOI: HDZO:IT:2020-21:KT:01**

**Date: 12.11.2020**

**Procurement of UPS and BATTERIES for Zonal Office and Branches at Karnataka State  
(To be kept in the Price Proposal Envelope)**

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

To:

Gentlemen,

**Re: Procurement of UPD and BATTERIES for our Zonal Office and Branches at Hubballi  
Dharwad Zone,Karnataka State**

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 in accordance with the delivery schedule specified in **clause 9.1 of Annexure C**.

If our Proposal is accepted, we will obtain the guarantee of a bank for 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 ..... 20....

\_\_\_\_\_  
(Signature)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_  
(In the capacity of)



**FORM 3 NON-DISCLOSURE AGREEMENT**

**Ref. No. Ref.No.BOI:HDZO:IT:2020-21:KT:01**

**Date: 12.11.2020**

**(To be kept in the Technical Proposal Envelope)**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to offering the hardware to Bank of India, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai - 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the purchase of the hardware shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said purchase of the hardware and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorisation to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said purchase of the hardware, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

Place

Date:

**FORM-4 PRICE SCHEDULE**

1	2	3	4	5
<b>Hardware</b>	<b>Quantity</b>	<b>Unit Price of UPS and battery with 3 years warranty (Rs.) when purchased together</b>	<b>Unit Price of UPS and battery with 3 years warranty when purchased seperately (Rs.)</b>	<b>Final Price in words (Rupees) ( 4 )</b>
UPS - 3 KVA	1			
UPS - 6 KVA	1			
<b>Batteries (12V/100 AH)</b>				
Exide SMF	1			
Exide Tubular	1			
Southern SMF	1			
Southern Tubular	1			
Amararaja SMF	1			
Amararaja Tubular	1			
<b>VALUE TO BE CONSIDERED FOR THE PURPOSE OF L1</b>				
<b>Notes:</b>				
1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges. Sales tax or Value added tax will be paid extra. Octroi or entry-tax alone, if applicable shall be reimbursed extra at actual, against proof of payment in original by the supplier. The price so quoted, shall be valid for 1 year 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.				
4. Vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place)				
<b>Signature of Bidder :</b>				
<b>Name :</b>				
<b>Business Address :</b>				

**FORM-5 CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_ between Bank of India (hereinafter called "the Purchaser") of the one part and \_\_\_\_\_ (*name of the 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 ancillary 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 meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents of bid No. RFP Ref. No. BOI/HO/IT/ \_\_\_\_\_ Dated 9th April, 2012

2. 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 Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The 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:

**TOTAL VALUE: (Rs.)** \_\_\_\_\_

**DELIVERY SCHEDULE:** As per 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:

**FORM-6 BANK GUARANTEE FOR ADVANCE PAYMENT**

To: *(name of Purchaser)*  
*(Address of Purchaser)*

\_\_\_\_\_

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, \_\_\_\_\_ *(name and address of Supplier)* (hereinafter called "the Supplier") shall deposit with \_\_\_\_\_ *(name of Purchaser)* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *(amount of guarantee\* (in figures and words))*.

We, the \_\_\_\_\_ *(bank or financial institution)*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *(name of Purchaser)* on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ *(amount of guarantee\* in figures and words)*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between *(name of Purchaser)* and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_ *(expected date of last delivery)*.

Yours truly,

Signature and seal :  
Name of bank/  
Financial institution :  
Address :  
Date :

---

\* An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

**FORM-7 PERFORMANCE SECURITY FORM**

**(The Validity of the Guarantee should be for the period of warrantee offered by OEM from the date of installation for warrantee obligation and additionally 2 months for submission of claims)**

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 recognized 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:

.....

.....