



**Telangana Zone**

**Information Technology Department**

A.C.Guards, P.T.I. Building, Hyderabad – 500004, Andhra Pradesh

Ph: 040-23392027 Website: [www.bankofindia.co.in](http://www.bankofindia.co.in)

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**NOTICE INVITING TENDER FOR PURCHASE OF  
UPS SYSTEMS ALONG WITH BATTERIES AND UPS ALONE  
FOR OUR BRANCHES (TELANGANA ZONE)**

The Bank intends to procure the following for the purpose, invites separate sealed quotations for supply, installation, commissioning and maintenance of each item shown below in Branches of Bank of India, Telangana Zone.

(a) UPS along with Tubular Batteries and UPS alone

2. Brief particulars of UPS Equipment and Batteries to be procured are as under:

Item No:	Item Description	Proposed quantity for evaluation
1.	<b>UPS System with 4 hour backup of different Capacity (3 KVA, 5KVA, 7.5 KVA and 10 KVA) and UPS of said capacities</b>	<b>As per the Bank's requirement during the Financial Year 2021-22 and extendable for One more Year</b>

**DISCLAIMER**

3. 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.

4. Bank of India, Telangana Zone intends to obtain Rate Quote for UPS Systems with batteries for the offices and existing/new branches. Sealed tenders are invited from vendors for supply installation and commissioning of the same as the requirement of the Bank. In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. Two Separate Envelopes to be submitted. 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.

5. Instructions for Bidders (IFB) are given in [Annexure A](#). The Terms and Conditions of Contract (TCC) are given in [Annexure-B](#). Minimum technical specifications of UPS equipment and Batteries to be procured are given in [Annexure-C](#). Specimen forms are given in [Annexure D](#).

6. Tenders are invited from UPS Vendors with ISO Certification and BIS Certification (in case of vendor is not manufacturer he has to submit Principal Manufacturer's authorized BIS Certificate). The tender documents can be obtained from Bank of India, Telangana Zonal Office, Information Technology Department, A.C.Guards, Hyderabad-500004 at a cost of Rs.5000/- (Rs. Five thousand only) non-refundable by way of demand draft favoring 'Bank of India' payable at Hyderabad for Each Item mentioned in the tender. In case tender document is downloaded from our website ([www.bankofindia.com](http://www.bankofindia.com)), the cost of tender form Rs.5000/- to be paid by way of demand draft favoring "Bank of India' payable at Hyderabad is to be enclosed with technical bid of each Item. This may be exempted on submission of valid registration certificate under Single Point Registration scheme of NSIC if the bidder is registered. **Sale of tender documents starts on 12.02.2021 at 10.00 AM and closes on 12.03.2021 at 5.00 PM.**

7. Bidder to submit Earnest Money Deposit (EMD) of Rs 50,000/- which shall be in one of the following forms and the same is to be attached along with the Technical Bid:

- a) A bank guarantee issued by a reputed bank in India along with the quotation, valid for forty five days beyond the date of submission of quotation;
- b) A Banker's Cheque / Demand Draft.
- c) This may be exempted on submission of valid registration certificate under Single Point Registration scheme of NSIC if the bidder is registered.

6. Any quotation not accompanied by Bid Security, will be rejected as non-responsive. Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Quotation validity. The successful Bidder's Bid security will be discharged upon the Bidder successfully executing first purchase order.

The Earnest Money Deposit may be forfeited:

- (a) If a Supplier, who had submitted Price Quotation withdraws it during the period of validity of quotation; or
- (b) In the case of a successful Bidder, if they fail to execute first purchase order;

7. The proposal should be submitted to Bank of India, Telangana Zonal Office, Information Technology Department, 1<sup>st</sup> Floor, A.C.Guards, Hyderabad - 500004, on or before 12.03.2021 at 5.00 PM. Any bid received by Bank after deadline for submission of quotations prescribed, will be rejected and returned unopened to the Bidder. Proposals will be valid for 45 days beyond the last date of submission stipulated and rates of items finally selected shall remain valid for 180 days from date of award of first purchase order.

8. **The technical bids will be opened at 11.00AM on 15.03.2021 at address mentioned above.** At the time of opening of bids, an authorized representative of vendor can be present. The representative of vendor should be of decision making level.

9. The Bank reserves the right to accept/reject any/all offers at any stage without assigning any reason whatsoever. The quantity mentioned above is only indicative, Actual requirement of No of UPS and/or No of Batteries will be decided by the Bank at the time of placing purchase order based on our requirement. Bank's decision in this regard shall be final and binding. Please also 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 UPS systems.

Sd/-  
**(Ch Ananda Rao)**  
**Chief Manager**

## **INSTRUCTIONS FOR BIDDERS (IFB)**

### **A. Introduction**

#### **General**

- 1.1 Bank of India, here in after called the 'Bank', wishes to procure UPS Systems along with Batteries for use from time to time, in quantities as per the Bank's requirement at their various branches/offices/departments in Telangana Zone.
- 1.2 Bids are invited from UPS vendors and Battery Vendors. The vendor who had offered the best terms, as per the Bank's evaluation, would be awarded the Purchase Contract. (The general terms and conditions of Purchase Contract are given under "TERMS AND CONDITIONS OF PURCHASE CONTRACT".)

#### **Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **B. Bidding Documents**

#### **Content of Bidding Documents**

- 3.1 The goods required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Bid Invitation, the Bidding Documents include:
    - (a) Instructions for Bidders (IFB) - Annexure A
    - (b) Terms and Conditions of Purchase Contract (TCC) – Annexure B
    - (c) Technical Specifications – Annexure C
    - (d) Forms as per specimen given in Annexure D
    - (e) Standard format for entering into AMC in Form-12.
  - 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- #### **4. Clarification of Bidding Document**
- 4.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the address indicated in Bid Invitation. The Bank will respond in writing to any request for clarification of the Bidding Document, which it receives no later than six (6) days prior to the deadline for the submission of Bids prescribed in Bid Invitation. Written copies of the Bank's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

## **5. Amendment of Bidding Document**

- 5.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 5.2 All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing, fax or by cable, and the said amendments will be binding on them.
- 5.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

## **C. Preparation of Bids**

### **6. Language of Bid**

- 6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in **English**.

### **7. Documents Comprising the Bid**

- 7.1 The Bid prepared by the Bidder shall comprise the following components.
- 7.2 Documents comprising the Technical Proposal Envelope, should be:

(a) **Compliance to TCC (Annexure-B)**

(b) **Compliance to Technical Specifications of each item (Annexure-C):** an item by item commentary on technical specifications given in the Bid, demonstrating substantial responsiveness of the goods and services to these specifications, or a statement of deviation and exceptions to the provisions of the Technical Specifications. Responsibility for its successful operation is with Bidder.

(c) **Manufacturer's Authorization as per FORM-6:** If Vendor himself is not the manufacturer of the equipment (**Both UPS and or Batteries**), but is quoting on behalf of his Principal, an Authorization Certificate from the Principal should be enclosed along with Technical Proposal wherein the Principal should specifically underwrite the commitments given by the Vendor attested to Bank of India.

(d) **Service Support Details Form (FORM-8):** for branches in Telangana Zone (Twin Cities and Telangana).

(e) **Proposal Form (FORM-1) :** Completed and duly signed by the vendor;

(f) **Earnest Money Deposit (FORM 10)** for Rs. 50,000/-. (valid registration certificate under Single Point Registration scheme of NSIC if claiming exception)

(g) **Cost of Tender Document:** Rs.5000/-. (valid registration certificate under Single Point Registration scheme of NSIC if claiming exception)

(h) **Vendor Profile (FORM 11)**

(i) **Checklist (FORM 13):** Any Technical Proposal not containing the above will be rejected. Any Technical Proposal containing any price information will be rejected.

7.3 Documents comprising Price Proposal Envelope, should be :

(a) **Full Price Schedule of the Goods and/or System and/or Services (FORM-3):** as per price schedule enclosed. Vendor to quote unit price for all items of the tender. Vendor should quote only for one brand and one model for each item that conforms to specifications.

(b) **The Proposal Form (Form-2)** duly signed by the vendor and completed.

## 8. Bid Prices

8.1 The lowest tender evaluation will be done on total unit price of each item of tender (Col.12 of Table-2 in Price Schedule Form-3). L1 Vendor for individual Items will be identified as per the lowest Unit Price.

## D. Submission of Bids (Methodology)

9.1 The Bidder shall submit proposal in 2(two) separate sealed covers as under:

a) The Technical proposal containing the specifications asked by us, offered by you and the deviations if any. This proposal should not contain any prices failing which; the vendors tender will be rejected. The envelope shall bear the name "**TECHNICAL PROPOSAL**".

b) Commercial proposal containing the commercial terms. This proposal contains prices quoted as per price schedule specimen enclosed. The envelope shall bear the name "**COMMERCIAL PROPOSAL**".

10.1 Both the envelopes should be sealed in an outer envelope. The envelope shall be addressed to the Bank at the address given and bear the name in the following manner

**"PROPOSAL FOR PROCUREMENT OF UPS SYSTEMS WITH BATTERIES FOR BANK OF INDIA, TELANGANA ZONE"** and a statement: **"DO NOT OPEN BEFORE 15.03.2021"**.

**If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the Bank's misplacement or its premature opening.**

10.2 The technical and commercial proposals shall be typed or neatly written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

10.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person signing the Bids.

#### **11. Deadline for Submission of Bids**

11.1 Bids must be received by the Bank at the address specified, not later than 5:00 PM on 12.03.2021.

11.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights are reserved with the bank.

#### **12. Late Bids**

12.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

#### **13. Modification and Withdrawal of Bids**

13.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

13.3 No Bid may be modified after the deadline for submission of Bids.

13.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bank.

### **E. Opening and Evaluation of Bids**

#### **14. Opening of Bids by the Bank**

14.1 The Bank will open all bids individually in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Invitation. The Bidders' representatives who are present shall sign a register evidencing their attendance.

14.2 The Bidders' names, bid modifications or withdrawals and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

14.3 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

14.4 The Bank will first open technical proposals only. After technical evaluation, a decision will be taken as to which proposals qualify technically and which should be rejected. Thereafter, commercial proposals of only those vendors whose proposals qualify/substantially responsive in technical evaluation will be opened.

#### **15. Clarification of Bids**

15.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Bid shall be sought, offered, or permitted.

#### **16. Preliminary Examination**

16.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, and the Bids are generally in order.

16.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity, or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations.

Following will constitute material deviations:

1. Failure to submit Manufacturer's Authorization(s) as mentioned above;
2. Non-adherence to the provisions of service support norms as mentioned above;
3. Not adhering to configuration/specifications which, in the opinion of the Bank, would affect the performance of the UPS system;
4. Any other deviation which the Bank, at its sole discretion, may consider as material.

16.3 The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

#### **16.4 Qualification requirements of Bidder are as under:**

1. The bidder has a permanent office in Telangana.
2. Bidder should have the annual turnover of minimum **6 (Six) Crores** per year for the last three financial years consecutively.
3. The Bidder should be an established manufacturer/ authorised distributor for the above goods and have service centre/s in Telangana. The bidders should have a valid GST/VAT/ST/CST/Service Tax registration number and PAN for the bidder company/firm.



4. The bidder should submit a certificate in support of ISO 9001 (Manufacturer's Quality Management Standards) and BIS Certificate. The Batteries supplied should be from ISO9001 (Manufacturer's Quality Management Standards) and ISO14001 (Environment Standards) certified manufacturer. ISO Certificates to be annexed.
  5. The bidder should offer a UPS product of a reputed brand/make, which is in successful operation for at least 5 years. The model offered should be latest and meeting the minimum desired specifications stipulated.
  6. In the case of a Bidder offering to supply goods, which the Bidder did not manufacture or otherwise produce, the Bidder has to be an authorized dealer appointed by the manufacturer, rendering sales/services support for at least 5 years. The bidder must submit the agreement copy of service support for quoted product between Manufacturer and Bidder. The Bidder also has to additionally submit manufacturer's authorization form (as per Form 6) given in the Bid. The bidder has adequate, specialized expertise to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation and maintenance during the warranty period and provide necessary maintenance services for three years after end of warranty period.
  7. The Bid has to be accompanied by an Earnest Money Deposit (EMD of Rs.50,000/- (Rupees Fifty Thousand Only). Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Quotation validity. The successful Bidder's Bid security will be discharged upon the Bidder successfully executing first purchase order.
- 16.5 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **Detailed Evaluation**

- 16.6 Vendor to quote Unit Price for all items of the Tender. Vendor should quote only for one brand and one model for each item that conforms to specifications. In case, prices are not quoted by any vendor for a specific product/service, for the purpose of evaluation, the highest of the prices quoted by other vendors participating in the bidding process would be reckoned as Notional Price for that product/service, for that vendor. However, if selected, at the time of placing Purchase Order, the lowest of the price(s) quoted by other vendors for that product/service will be reckoned. The goods covered under this invitation are to be delivered within **TWO WEEKS**. No credit will be given to earlier deliveries. An adjustment of 0.5% of the bid price, per week or part thereof, will be added for evaluation of bids offering delayed deliveries. In case payment terms requested by the vendor are in deviation of the Bank's Payment Terms mentioned herein, notional loading at the rate of 18% p.a. for the relevant period on the relevant amount would be calculated and added to the quoted price, for the purpose of Evaluation. This shall be binding on the Vendors.

16.7 Besides the warranty of the goods, the vendor should be able support the systems through AMC at least for 3 years after the expiry of warranty period for UPS and One Year AMC for maintenance of Batteries after expiry Warranty. The Vendor should also quote for comprehensive, on-site AMC charges for three years (after expiry of the warranty period) and One Year AMC for maintenance of Batteries after expiry Warranty, and the same would be taken into account for price evaluation.

16.8 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

## **17. Contacting the Bank**

17.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its empanelment or otherwise is received from the Bank.

17.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or empanelment, may result in the rejection of the Bidder's Bid.

## **18. Bank's Right to Accept Any Bid and to reject any or All Bids**

18.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to empanelment, without any reason, 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.

## **19. Notification of acceptance**

19.1 Within a period of 45 days from the date of opening of Bids, the Bank will notify successful Bidder in writing or by fax, that its Bid has been accepted.

19.2 Upon the successful Bidders' acknowledgment, the Bank will promptly notify each unsuccessful Bidder.

## **F. Award of Contract**

20.1 All the price bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the contract would be awarded to the bidder (L1 vendor) whose bid has been evaluated to be the lowest, after verifying arithmetical accuracy.

## **21. Award Criteria**

21.1 The Bank will award the Contract to the successful Bidder, out of the Bidders who have responded to Bank's Invitation for Quotation, as referred above, 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.

21.2 The Bank reserves the right at the time of award of contract to increase or decrease, of the quantity of goods and services originally specified while floating the Invitation for Quotation, in the Schedule of Requirements without any change in unit price or any other terms and conditions. Total quantity for evaluation is arrived after taking into account future requirements of Bank upto a period of next 180 days. Accordingly award of contract will be spread out over a period of 180 days from date of award of first purchase order. However Bank reserves right to award contract for the quantities in tune with bank's requirements, in short or in excess of total quantities proposed for evaluation. In case during the contract period the selected vendor (L1) fails to fulfill the banks requirement by way not providing the required services/equipment and not working to the satisfaction of the Bank (due to which banks services gets hampered), Bank has the full right to black list the vendor and bank can award the contract to next successful bidder (L2) with the same rate, terms and conditions. If L2 bidder doesn't want to accept the same, bank can award the same to L3 bidder and so on...

## **22. Repeat Orders**

22.1 After a Purchase Contract is awarded to a Supplier, the Bank may, at their 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 180 days from the date of the first Purchase Contract without calling for fresh quotations. However, the Bank also has the right to negotiate the prices based on its experience, and/or market information and/or industry needs.

## **23. Signing of Contract**

23.1 At the same time as the Bank notifies the successful Bidder that his Price Quotation has been accepted, the Bank will send the Bidder the Contract Form incorporating all terms of Purchase Contract

23.2 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

23.3 Failure of the successful Bidder to comply with the requirements of signing the Purchase Contract shall constitute sufficient grounds for the annulment of the award, in which event; the Bank may make the award to the next lowest evaluated Bidder or call for new Bids. Further, such Bidder who had failed to comply with the requirements as aforesaid shall be removed from the list of empanelled Suppliers.

**TERMS AND CONDITIONS OF CONTRACT (TCC)**

**1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Bank, represented by 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, including its Head Office, Zonal Offices, Training Centres and Branches;
- (e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- (f) "TCC" means the Terms and Conditions of Contract contained in this section;
- (g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract; and
- (h) "The Project Site" means various branches/administrative offices of Bank of India spread all over the country.

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

- 2.1 All goods and related services to be supplied under the Contract shall have their origin as **Make in India** only as per 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 Bidder.

### **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 i.e., India. 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 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 Bank will give notice to the Supplier of such claim, if it is made, without delay.

### **6. Acceptance Procedure:**

6.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by the Bank) 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 as per Bank's guidelines (attached).

#### **6A Inspection and Quality Control Tests**

6A.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 along with the Supplier's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out pre-dispatch inspection. In such a case, the entire cost of such inspection, including the board, lodging, travelling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Supplier, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- (iii) Also, the Bank will test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to the Bank sufficiently in advance so as to get the works completed before receipt of the equipment). Complete hardware and software should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;
- (iv) The acceptance test will be conducted by the Bank / Bank's Consultants or any other person nominated by the Bank, at its option. The acceptance will involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the 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.

6A.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.

6A.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.

6A.4 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### **6A.5 Manuals and Drawings**

6A.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.

6A.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.

6A.6 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.

#### **6A.7 Acceptance Certificates:**

6A.7.1 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.

## **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 in accordance with the terms specified in the Schedule of Requirements within **Two weeks** from the date of purchase order. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:
- 8.2 Within 24 hours of shipment, the Supplier shall notify the Bank and the Insurance Company by cable or telex or fax, the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Bank, with a copy to the Insurance Company:
- (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
  - (ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
  - (iii) 2 Copies of packing list identifying contents of each package;
  - (iv) Insurance certificate;
  - (v) Manufacturer's / Supplier's warranty certificate;
  - (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
  - (vii) Country of Origin.



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

## **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”, valid for a period not less than 3 ( three ) 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.

## **10. Transportation**

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

## **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 UPS System;
- (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 of the supplied Goods for a period of three years as specified in the Clause 13 of TCC, after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
- (e) Training of the Purchaser’s personnel in the operation of the UPS System, as specified in TCC Clause 36.

## **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.

### **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. All Parts of UPS should be covered under Warranty including burning due to voltage fluctuations and fair wear and tear during the Warranty Period and AMC Period.
- 13.2 **The warranty period shall be minimum 60 months for UPS and 48 months for batteries from the date of acceptance of the Goods.** Provided that wherever the UPS and batteries could not be installed due to the site not being ready or for any reason attributable solely to the Bank, the warranty shall terminate 1 month after expiry warranty calculated from date of delivery. 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.
- 13.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 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.
- 13.5 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.  
**\*\* The successful bidder should carry preventive maintenance of UPS and Batteries (including topping up of distilled water) once in a quarter during the period of warranty and AMC without any additional cost. The bidder should give an undertaking to that effect. All Call reports for the last two quarters including fault attending call reports to this extend to be submitted to Bank every half yearly.**
- 13.6 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.

### 13.7 **Maintenance Service (AMC):**

13.7.1 Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, Annual Maintenance and repairs of the entire system for next three years will be done by the Supplier, if so desired by the Bank. In case of only batteries, the AMC will be decided by the bank after Warranty. Vendor shall sign AMC agreement (one-year-at-a-time) as per the Bank's standard/approved format. During the Warranty / AMC period, the Supplier should also provide preventive maintenance services periodically, which includes top up of distilled water in batteries without any additional cost supplied by the bidder.

13.7.2 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 **2 (two) hours**.

13.7.3 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 during warranty or annual maintenance charges, as the case may be.

### 14. **Payment**

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

- (i) 25% of the order value as advance, upon Vendor's acceptance of the purchase order and submission of bank guarantee for an equivalent amount, valid for at least 12 weeks or such extended period, till the complete consignment of the ordered UPS Systems is delivered;
- (ii) 65% of the order value on installation and commissioning of the UPS System ordered, and Bank's acceptance of the same. 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 10% against submission of Bank guarantee for an equivalent amount valid upto 60 days after the date of completion of performance obligations including warranty obligations **or** the amount will be released to the Vendor after the successful expiry of the said warranty period. The guarantee will be discharged by the Bank and returned to the Supplier (or balance 10% amount will be released, as the case may be) not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations under the contract and following receipt of a performance guarantee for 4% of Contract Price for the annual maintenance.

#### 14.2 *Payment for annual maintenance charges:*

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

- 14.3 (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank or a Foreign bank operating in India, acceptable to the Bank (Purchaser), in the format enclosed. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, acceptable to the Bank (Purchaser).
- (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation of the goods at their final destination.

### 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of Bank's change order.

### **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 Bank in the Schedule of Requirements.

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 1.0 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 events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, 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 shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**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 hereinbelow. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

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. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, Indian Banks Association, India and shall be final and binding on the parties;

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by the Chairman, Indian Banks Association, India, both in cases of the Foreign Supplier as well as Indian Supplier. A certified copy of the order of the Chairman, Indian Banks Association, India, making such an appointment shall be furnished to each of the parties;

- (c) Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (e) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Chairman, Indian Banks Association, India.

**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 Bidder 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,  
Telangana Zonal Office,  
Information Technology Department,  
1<sup>st</sup> Floor, P T I Building, A.C.Guards,  
Hyderabad – 500 004.  
Telangana State

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 Bidders will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of goods at site including incidental services and commissioning.

#### ***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 misdemeanors.

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

**33. Site preparation and installation:**

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

**34. UPS and Batteries Installation:**

The Supplier is responsible for all unloading, unpacking, assembling, installation and commissioning of UPS System and batteries, initial charging of UPS batteries, cabling from the MCB (Input Control Box) with proper earthing upto UPS and from UPS to MCB (Output Control Box), supply of battery rack at the branch and providing connectors/safety fuses/switches etc. The Supplier will test all UPS operations and accomplish all adjustments necessary for successful and continuous operation of the UPS System at all installation sites.

**35. UPS and Batteries Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all UPS Systems 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 and later during AMC period, the supplier will, in addition to attending the service calls as provided above, perform preventive maintenance (including topping up of distilled water) once a quarter on a mutually convenient day. The bidder should give an undertaking to that effect.**

At the time of entering into AMC, the supplier will be required to sign an AMC as per format given in Form-12.

**36. Training:**

For each UPS System installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate the total system.

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

**TECHNICAL PROPOSAL**

<b>TECHNICAL SPECIFICATIONS (MINIMUM) 3 KVA UPS SYSTEM with 5Yrs warranty</b>				
<b>Sr. No</b>	<b>Parameter</b>	<b>Technical Specification 3 KVA (watts required : 2400 Watts ) →</b>	<b>Offered</b>	<b>Deviations if any</b>
1	Output	Power Drawn		
2	Capacity	<b>3 KVA with 2400 Watts handling capacity</b>		
3	Output power	<b>capacity(KW) of offered product Must be Specified (Minimum 2400 Watts required)</b>		
4	Model/Make	<b>Only one Model/Make, strictly conforming to the specifications should be quoted. Only Indian Make to be Quoted. High Frequency UPS NOT allowed. Only Low Frequency UPS to be quoted.</b>		
5	Technology	True online Microprocessor based UPS system with IGBT based Technology		
5.1	Rectifier	IGBT		
	Generator	Generator Compatibility Required		
6	Physical	Rack/Tower Convertible with Hot Standby Feature Required		
7	Isolation	<b>True Galvanic Isolation both at Input &amp; Bypass. Inbuilt Isolation transformer of same KVA must be provided to serve both Input &amp; Bypass. Bypass switch should be available outside panel for easy access.</b>		
8	INPUT			
	Input Power Factor	>.95 (With p.f. correction)		
	Input Voltage	230 V AC, Single Phase, 3 wire		
	Range	170 V AC to 275 V AC on full load		
	Input Frequency Range	45 Hz to 55 Hz		
	Input Over Voltage Protection	270VAC		
	Input Under Voltage Protection	120VAC		
9	OUTPUT			
	Output Voltage	230V AC single phase +1% Selectable		
	Frequency	50 Hz+ 1% (Frequency Converter Mode)		
	Output Over Voltage Protection	250 V AC single phase		
	Output Under Voltage Protection	190 V AC single phase		
	Over load capacity	125% of rated load for 1 min		
	Total Harmonic Distortion	Less than 3% on full load		
	Short circuit protection	Soft shut down should occur without blowing any fuse		
	Bypass Feature	Automatic Bypass to be provided		
		Manual Bypass switch to be provided (on the Out Side Panel of UPS)		
	Transfer time	0 m sec		
	Crest Factor	3:1		
10	Indicator			
	Over Temperature	Required		
	Load on Battery	Required		
	Battery on Charge	Required		
	Battery Low	Required		
	Mains on	Required		
	DC on	Required		
	Inverter on	Required		
11	Efficiency			

**Request for Proposal for UPS Systems with Batteries at Bank of India Branches of Telangana Zone**

		Overall efficiency > 90%		
		Inverter Efficiency > 93%		
12	LCD Panel			
	DC Voltage Required	Required		
	Battery Charge/discharge %	Required		
	Output voltage	Required		
	Output load %	Required		
	Input Voltage	Required		
13	Battery			
	Battery Type	Lead Acid Monobloc Tubular 12 V Battery		
	Batteries Make	Exide6 EL series C10 rating tubular batteries– with 4 years Warranty. Exide Genuinity Certification Required		
	DC Bus Ripple	<1%		
	Battery recharge	time from fully discharge condition to100% charged condition <10 Hrs		
	Total DC Bus Voltage	192VDC minimum		
	No. of Battery	<b>Eight (Qty-8) Nos of 12V Batteries of 130 AH capacity</b>		
	Battery Rack	Suitable powder coated MS Rack should be provided for housing the batteries		
14	Audible Alarm for Following Conditions			
	Battery Low	Required		
	Mains Failure	Required		
	Inverter Under voltage	Required		
	Inverter Over Voltage	Required		
	Over temperature	Required		
	Inverter Overload	Required		
15	Environmental Conditions			
	Operating Temperature	<45 Deg C		
	Humidity	10-90 % (non- condensing)		
	Noise Level	<50 dB at full Load from 1 mtr		
16	Compatibility	UPS should be generator compatible		
17	Cold Start	UPS should have cold start facility in absence of mains supply		
18	Software (Optional)	USB/RS. 232 port shall be present with suitable software to monitor all ups parameters in PCs connected in network and provision for advance alarm in case of low battery & Emergency Off Protection		
19	Certification	1.ISO 9001, 14001, 2.ERTL, ETDC or Sameer, Additional if any (Enclose certificates/Test Reports of ERTL, ETDC or Sameer indicating technical details of UPS model quoted.) 3. Product BIS Certification Required.		

**Important Notes:**

Each offer should specify only a single solution, which is cost-effective and meets the tender specifications and should not include alternatives.

UPS should also be designed capable to accept direct power from Generator and it should supply the normal output and at the same time should keep charging the batteries also.

Warranty/AMC includes maintenance of batteries (which includes topping of Distilled water, cleaning of battery terminals and greasing petroleum jelly on Quarterly basis).

Hard Copies (in original) of as many -products brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for UPS systems and batteries.

**TECHNICAL PROPOSAL**

<b>TECHNICAL SPECIFICATIONS (MINIMUM) 5 KVA UPS SYSTEM with 5Yrs warranty</b>				
<b>Sr. No</b>	<b>Parameter</b>	<b>Technical Specification 5 KVA (watts required : 4000 Watts ) →</b>	<b>Offered</b>	<b>Deviations if any</b>
1	Output	Power Drawn		
2	Capacity	<b>5 KVA with 4000 Watts handling capacity</b>		
3	Output power	<b>capacity(KW) of offered product Must be Specified (Minimum 4000 Watts required)</b>		
4	Model/Make	Only one Model/Make, strictly conforming to the specifications should be quoted.		
5	Technology	True online Microprocessor based UPS system with IGBT based Technology		
5.1	Rectifier	IGBT		
	Generator	Generator Compatibility Required		
6	Physical	Rack/Tower Convertible with Hot Standby Feature Required		
7	Isolation	True Galvanic Isolation both at Input & Bypass. Inbuilt Isolation transformer of same KVA must be provided to serve both Input & Bypass. Bypass switch should be available outside for easy access.		
8	INPUT			
	Input Power Factor	>.95 (With p.f. correction)		
	Input Voltage	230 V AC, Single Phase, 3 wire		
	Range	170 V AC to 275 V AC on full load		
	Input Frequency Range	45 Hz to 55 Hz		
	Input Over Voltage Protection	270VAC		
	Input Under Voltage Protection	120VAC		
9	OUTPUT			
	Output Voltage	230V AC single phase +1% Selectable		
	Frequency	50 Hz+ 1% (Frequency Converter Mode)		
	Output Over Voltage Protection	250 V AC single phase		
	Output Under Voltage Protection	190 V AC single phase		
	Over load capacity	125% of rated load for 1 min		
	Total Harmonic Distortion	Less than 3% on full load		
	Short circuit protection	Soft shut down should occur without blowing any fuse		
	Bypass Feature	Automatic Bypass to be provided		
		Manual Bypass switch to be provided		
	Transfer time	0 m sec		
	Crest Factor	3:1		
10	Indicator			
	OverTemperature	Required		
	Load on Battery	Required		
	Battery on Charge	Required		
	Battery Low	Required		
	Mains on	Required		
	DC on	Required		
	Inverter on	Required		
11	Efficiency			
		Overall efficiency > 90%		
		Inverter Efficiency > 93%		

**Request for Proposal for UPS Systems with Batteries at Bank of India Branches of Telangana Zone**

12	LCD Panel			
	DC Voltage Required	Required		
	Battery Charge/discharge %	Required		
	Output voltage	Required		
	Output load %	Required		
	Input Voltage	Required		
13	Battery			
	Battery Type	Lead Acid Monobloc Tubular 12 V Battery		
	Batteries Make	Exide6 EL series C10 rating tubular batteries– with 4 years Warranty. Exide Genuinity Certification Required		
	DC Bus Ripple	<1%		
	Battery recharge	time from fully discharge condition to100% charged		
		condition <10 Hrs		
	Total DC Bus Voltage	192VDC minimum		
	No. of Battery	Sixteen (Qty-16) Nos of 12V Batteries of 130 AH capacity		
	Battery Rack	Suitable powder coated MS Rack should be provided for housing the batteries		
14	Audible Alarm for Following Conditions			
	Battery Low	Required		
	Mains Failure	Required		
	Inverter Under voltage	Required		
	Inverter Over Voltage	Required		
	Over temperature	Required		
	Inverter Overload	Required		
15	Environmental Conditions			
	Operating Temperature	<45 Deg C		
	Humidity	10-90 % (non- condensing)		
	Noise Level	<50 dB at full Load from 1 mtr		
16	Compatibility	UPS should be generator compatible		
17	Cold Start	UPS should have cold start facility in absence of mains supply		
18	Software (Optional)	USB/RS. 232 port shall be present with suitable software to monitor all ups parameters in PCs connected in network and provision for advance alarm in case of low battery & Emergency Off Protection		
19	Certification	1.ISO 9001, 14001, 2.ERTL, ETDC or Sameer, Additional if any (Enclose certificates/Test Reports of ERTL, ETDC or Sameer indicating technical details of UPS model quoted.) 3. Product BIS Certification Required.		

**Important Notes:**

Each offer should specify only a single solution, which is cost-effective and meets the tender specifications and should not include alternatives.

UPS should also be designed capable to accept direct power from Generator and it should supply the normal output and at the same time should keep charging the batteries also.

Warranty/AMC includes maintenance of batteries (which includes topping of Distilled water, cleaning of battery terminals and greasing petroleum jelly on Quarterly basis).

Hard Copies (in original) of as many -products brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for UPS systems and batteries.

**TECHNICAL PROPOSAL**

<b>TECHNICAL SPECIFICATIONS (MINIMUM) 7.5KVA UPS SYSTEM with 5Yrs warranty</b>				
<b>Sr. No</b>	<b>Parameter</b>	<b>Technical Specification 7.5 KVA (watts required : 6000 Watts ) →</b>	<b>Offered</b>	<b>Deviations if any</b>
1	Output	Power Drawn		
2	Capacity	<b>7.5 KVA with 6000 Watts handling capacity</b>		
3	Output power	<b>Capacity(KW) of offered product Must be Specified (Minimum 6000 Watts required)</b>		
4	Model/Make	Only one Model/Make, strictly conforming to the specifications should be quoted.		
5	Technology	True online Microprocessor based UPS system with IGBT based Technology		
5.1	Rectifier	IGBT		
	Generator	Generator Compatibility Required		
6	Physical	Rack/Tower Convertible with Hot Standby Feature Required		
7	Isolation	True Galvanic Isolation both at Input & Bypass. Inbuilt Isolation transformer of same KVA must be provided to serve both Input & Bypass. Bypass switch should be available outside for easy access.		
8	INPUT			
	Input Power Factor	>.95 (With p.f. correction)		
	Input Voltage	230 V AC, Single Phase, 3 wire		
	Range	170 V AC to 275 V AC on full load		
	Input Frequency Range	45 Hz to 55 Hz		
	Input Over Voltage Protection	270VAC		
	Input Under Voltage Protection	120VAC		
9	OUTPUT			
	Output Voltage	230V AC single phase +1% Selectable		
	Frequency	50 Hz+ 1% (Frequency Converter Mode)		
	Output Over Voltage Protection	250 V AC single phase		
	Output Under Voltage Protection	190 V AC single phase		
	Over load capacity	125% of rated load for 1 min		
	Total Harmonic Distortion	Less than 3% on full load		
	Short circuit protection	Soft shut down should occur without blowing any fuse		
	Bypass Feature	Automatic Bypass to be provided		
		Manual Bypass switch to be provided		
	Transfer time	0 m sec		
	Crest Factor	3:1		
10	Indicator			
	OverTemperature	Required		
	Load on Battery	Required		
	Battery on Charge	Required		
	Battery Low	Required		
	Mains on	Required		
	DC on	Required		
	Inverter on	Required		
11	Efficiency			
		Overall efficiency > 90%		



**Request for Proposal for UPS Systems with Batteries at Bank of India Branches of Telangana Zone**

		Inverter Efficiency > 93%		
12	LCD Panel			
	DC Voltage Required	Required		
	Battery Charge/discharge %	Required		
	Output voltage	Required		
	Output load %	Required		**
	Input Voltage	Required		
13	Battery			
	Battery Type	Lead Acid Monobloc Tubular 12 V Battery		
	Batteries Make	Exide6 EL series C10 rating tubular batteries– with 4 years Warranty. Exide Genuinity Certification Required		
	DC Bus Ripple	<1%		
	Battery recharge	time from fully discharge condition to100% charged		
		condition <10 Hrs		
	Total DC Bus Voltage	192VDC minimum		
	No. of Battery	Twenty (Qty-20) Nos of 12V Batteries of 130 AH capacity		
	Battery Rack	Suitable powder coated MS Rack should be provided for housing the batteries		
14	Audible Alarm for Following Conditions			
	Battery Low	Required		
	Mains Failure	Required		
	Inverter Under voltage	Required		
	Inverter Over Voltage	Required		
	Over temperature	Required		
	Inverter Overload	Required		
15	Environmental Conditions			
	Operating Temperature	<45 Deg C		
	Humidity	10-90 % (non- condensing)		
	Noise Level	<50 dB at full Load from 1 mtr		
16	Compatibility	UPS should be generator compatible		
17	Cold Start	UPS should have cold start facility in absence of mains supply		
18	Software (Optional)	USB/RS. 232 port shall be present with suitable software to monitor all ups parameters in PCs connected in network and provision for advance alarm in case of low battery & Emergency Off Protection		
19	Certification	1.ISO 9001, 14001, 2.ERTL, ETDC or Sameer, Additional if any (Enclose certificates/Test Reports of ERTL, ETDC or Sameer indicating technical details of UPS model quoted.) 3. Product BIS Certification Required.		

**Important Notes:**

Each offer should specify only a single solution, which is cost-effective and meets the tender specifications and should not include alternatives.

UPS should also be designed capable to accept direct power from Generator and it should supply the normal output and at the same time should keep charging the batteries also.

Warranty/AMC includes maintenance of batteries (which includes topping of Distilled water, cleaning of battery terminals and greasing petroleum jelly on Quarterly basis).

Hard Copies (in original) of as many -products brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for UPS systems and batteries.

**TECHNICAL PROPOSAL**

<b>TECHNICAL SPECIFICATIONS (MINIMUM) 10KVA UPS SYSTEM with 5Yrs warranty</b>				
<b>Sr. No</b>	<b>Parameter</b>	<b>Technical Specification 10 KVA (watts required : 8000 Watts ) →</b>	<b>Offered</b>	<b>Deviations if any</b>
1	Output	Power Drawn		
2	Capacity	<b>10 KVA with 8000 Watts handling capacity capacity(KW) of offered product</b>		
3	Output power	<b>Must be Specified (Minimum 8000 Watts required)</b>		
4	Model/Make	Only one Model/Make, strictly conforming to the specifications should be quoted.		
5	Technology	True online Microprocessor based UPS system with IGBT based Technology		
5.1	Rectifier	IGBT		
	Generator	Generator Compatibility Required		
6	Physical	Rack/Tower Convertible with Hot Standby Feature Required		
7	Isolation	True Galvanic Isolation both at Input & Bypass. Inbuilt Isolation transformer of same KVA must be provided to serve both Input & Bypass. Bypass switch should be available outside for easy access.		
8	INPUT			
	Input Power Factor	>.95 (With p.f. correction)		
	Input Voltage	230 V AC, Single Phase, 3 wire		
	Range	170 V AC to 275 V AC on full load		
	Input Frequency Range	45 Hz to 55 Hz		
	Input Over Voltage Protection	270VAC		
	Input Under Voltage Protection	120VAC		
9	OUTPUT			
	Output Voltage	230V AC single phase +1% Selectable		
	Frequency	50 Hz+ 1% (Frequency Converter Mode)		
	Output Over Voltage Protection	250 V AC single phase		
	Output Under Voltage Protection	190 V AC single phase		
	Over load capacity	125% of rated load for 1 min		
	Total Harmonic Distortion	Less than 3% on full load		
	Short circuit protection	Soft shut down should occur without blowing any fuse		
	Bypass Feature	Automatic Bypass to be provided		
		Manual Bypass switch to be provided		
	Transfer time	0 m sec		
	Crest Factor	3:1		
10	Indicator			
	OverTemperature	Required		
	Load on Battery	Required		
	Battery on Charge	Required		
	Battery Low	Required		
	Mains on	Required		
	DC on	Required		
	Inverter on	Required		
11	Efficiency			
		Overall efficiency > 90%		

**Request for Proposal for UPS Systems with Batteries at Bank of India Branches of Telangana Zone**

		Inverter Efficiency > 93%		
12	LCD Panel			
	DC Voltage Required	Required		
	Battery Charge/discharge %	Required		
	Output voltage	Required		
	Output load %	Required		**
	Input Voltage	Required		
13	Battery			
	Battery Type	Lead Acid Monobloc Tubular 12 V Battery		
	Batteries Make	Exide6 EL series C10 rating tubular batteries– with 4 years Warranty. Exide Genuinity Certification Required		
	DC Bus Ripple	<1%		
	Battery recharge	time from fully discharge condition to100% charged		
		condition <10 Hrs		
	Total DC Bus Voltage	192VDC minimum		
	No. of Battery	Thirty (Qty-30) Nos of 12V Batteries of 130 AH capacity		
	Battery Rack	Suitable powder coated MS Rack should be provided for housing the batteries		
14	Audible Alarm for Following Conditions			
	Battery Low	Required		
	Mains Failure	Required		
	Inverter Under voltage	Required		
	Inverter Over Voltage	Required		
	Over temperature	Required		
	Inverter Overload	Required		
15	Environmental Conditions			
	Operating Temperature	<45 Deg C		
	Humidity	10-90 % (non- condensing)		
	Noise Level	<50 dB at full Load from 1 mtr		
16	Compatibility	UPS should be generator compatible		
17	Cold Start	UPS should have cold start facility in absence of mains supply		
18	Software (Optional)	USB/RS. 232 port shall be present with suitable software to monitor all ups parameters in PCs connected in network and provision for advance alarm in case of low battery & Emergency Off Protection		
19	Certification	1.ISO 9001, 14001, 2.ERTL, ETDC or Sameer, Additional if any (Enclose certificates/Test Reports of ERTL, ETDC or Sameer indicating technical details of UPS model quoted.) 3. Product BIS Certification Required.		

**Important Notes:**

Each offer should specify only a single solution, which is cost-effective and meets the tender specifications and should not include alternatives.

UPS should also be designed capable to accept direct power from Generator and it should supply the normal output and at the same time should keep charging the batteries also.

Warranty/AMC includes maintenance of batteries (which includes topping of Distilled water, cleaning of battery terminals and greasing petroleum jelly on Quarterly basis).

Hard Copies (in original) of as many -products brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for UPS systems and batteries.

**INDEX OF FORMATS**

1. Proposal Form (Technical Proposal)
2. Proposal Form (Price Proposal)
3. Price Schedule
4. Contract Form
5. Bank Guarantee for Advance Payment
6. Manufacturers' Authorization Form
7. Service Support Details
8. Bank Guarantee against Annual Maintenance
9. Bank Guarantee format for balance 10% release
10. Bid Security.
11. Vendor Profile.
12. AMC Agreement Format.
13. Checklist.

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

Date :.....

To:  
The Zonal Manager  
Bank of India, Telangana Zonal Office,  
Information Technology Department,  
1<sup>st</sup> Floor, P T I Building  
A.C.Guards,  
Hyderabad – 500 004.

Dear Sir/Madam

**Re: Request for Proposal for UPS Systems  
For Bank of India, Telangana Zone.**

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

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

**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 ..... 2021

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

\*\*\*\*\*

**FORM 1A (Annexure to FORM 1)**

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

Date :.....

To:

Bank of India, Telangana Zonal Office,  
Information Technology Department,  
1<sup>st</sup> Floor, P T I Building  
A.C.Guards,  
Hyderabad – 500 004.

Dear Sir/Madam,

**Re: Request for Proposal for UPS Systems  
for Bank of India, Telangana Zone.**

We, M/s..... declare and confirm that we have not made any changes in the text of the Bid Document / Terms & Conditions.

We accept all the terms and conditions 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.\*

(\* Strike out what is not applicable)

Deviations, if any, in the Minimum Desired Technical Specifications of the UPS System have been separately specified in the column for deviations.

Dated this ..... day of ..... 2021

\_\_\_\_\_  
(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, Telangana Zonal Office,  
Information Technology Department,  
1<sup>st</sup> Floor, P T I Building  
A.C.Guards,  
Hyderabad – 500 004.

Dear Sir/Madam,

**Re: Request for Proposal for UPS Systems  
for Bank of India, Telangana Zone.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver UPS Systems, in conformity with the said Proposal documents for the sum as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

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

**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 ..... 2021

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

\*\*\*\*\*





**PRICE SCHEDULE FOR UPS WITH BATTERIES**

**Table-1: Unit Price of Items (with GST)**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Item No.	On Line UPS Systems With 12V Batteries  Description	Country of Origin	Unit price for UPS System (With 5 years Warranty) with GST Rs.	Unit Price for battery bank (With 4 years Warranty) with GST Rs.	Unit Price for battery rack to house required quantity of battery bank with GST Rs.	Total Unit Price of UPS System Including battery bank and battery rack (Col. 3 +Col. 4+ Col. 5) Rs.
1.	<b>3 KVA UPS System for 4 hour backup with Exide 6EL C10 Tubular Batteries (12V*130AH*8 Nos)</b>	<b>India</b>				
2.	<b>5 KVA UPS System for 4 hour backup with Exide 6EL C10 Tubular Batteries (12V*130AH*16 Nos)</b>	<b>India</b>				
3.	<b>7.5 KVA UPS System for 4 hour backup with Exide 6EL C10 Tubular Batteries (12V*130AH*20 Nos)</b>	<b>India</b>				
4.	<b>10 KVA UPS System for 4 hour backup with Exide 6EL C10 Tubular Batteries (12V*130AH*30 Nos)</b>	<b>India</b>				

**Table-2: AMC Cost and Total Price for evaluation purpose**

Item No.	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>			
	Comprehensive Annual Maintenance Cost for UPS Only (post-warranty) with GST per year Rs.	Comprehensive Annual Maintenance Cost for Batteries Only (post-warranty) with GST per year Rs.	Annual Maintenance Cost (post-warranty) For one year Col.7 + Col8 Rs.	Total Unit Price inclusive of Warranty & AMC (In Figures) (Col. 6+Col.9) Rs.	Total quantity for evaluation	Total Cost for evaluation. (In Figures) (Col.10 * Col 11) Rs.	Buy Back Price for UPS	Buy Back Price for One Battery	75 AH	100 AH	130 AH
1.					One						
2.					One						
3.					One						
4.					One						

**\*Note: All Items should be quoted with GST for evaluation purpose. Buy Back UPS and Batteries amount should be quoted without GST. Buy back will not be considered for evaluation for arriving L1 vendor, but L1 has to take the Buy Back equipment in case the UPS and Batteries are getting replaced in place of old UPS and Batteries.**

**Note for Form-3:**

- 1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes, fees and all other applicable charges. No increase in price quoted irrespective of any reason (including exchange rate fluctuations) whatsoever may be, shall be admissible during the Price validity Period.**
- 2. Batteries quoted should be CPRI approved batteries. (12V Exide 6 EL C10 Tubular batteries with 4 yrs warranty). Batteries should be provided with Serial No and the vendor should provide genuinity certificate from Exide Industries about the genuinity of Batteries.**
- 3. Bank reserves right to alter the quantities specified in the tenders. Bank of India also reserves right to delete one or more items from the list of items specified in tender.**
- 4. Bank reserves right to place order for either UPS with battery bank or UPS without battery bank or battery bank depending upon bank's requirement.**
- 5. The Comprehensive AMC offered should cover all components including wound components and power devices including burnt parts whatever may be reason.**
- 6. The Price quoted should be with GST.**

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20..... Between .....  
(Name of Purchaser) (hereinafter called "the Purchaser") of the one part and ..... (Name  
of Supplier) of ..... (City and Country of Supplier) (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 in the 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 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.

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

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

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**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:.....

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ (*name of Purchaser*)  
\_\_\_\_\_ (*address of Purchaser*)  
\_\_\_\_\_ (*name of Contract*)

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.

**MANUFACTURERS' AUTHORIZATION FORM**

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

Date:

To:

Dear Sir:

**Proposal for Supply of UPS Systems with Batteries/ Only UPS / Only Batteries  
for Bank of India, Telangana 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 per clause 13 of Terms and Conditions of Contract), 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 with Stamp and Seal. It should be included by the Vendor in its Proposal.

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 UPS ENGINEERS	NUMBER OF ADMINISTRATIVE STAFF	VALUE OF MINIMUM STOCK OF SPARES AVAILABLE AT ALL TIMES	LIST OF MODELS & TYPES OF UPS SYSTEMS SERVICED IN LAST 4 YEARS
1	2	3	4	5	6	7	8

**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.**

**FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE  
(ON NON-JUDICIAL STAMP PAPER OF appropriate value as per the State of  
Telangana)**

Bank Guarantee No.: ..... Date:.....

To..... (Name of the Purchaser)

Whereas ..... (Name of the 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 under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

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 Rs. .... (Amount of guarantee in words and figures) being 4% of the Contract Price 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 Rs. .... (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 ..... day of .....

Signature and Seal of Guarantors

.....

.....

Date: .....

**NOTE:**

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED IN INDIA.



**FORM-9**

**PERFORMANCE SECURITY FORM  
(FORMAT FOR BANK GUARANTEE FOR BALANCE 10% RELEASE)**

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

**WHEREAS**..... (Name of Supplier)  
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....  
dated,..... 20..... 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.....20.....

Signature and Seal of Guarantors

.....  
Date.....20.....

.....  
Address:.....  
.....  
.....



**FORM-10**

*EARNEST MONEY DEPOSIT*

Bank of India, Telangana Zonal Office,  
Information Technology Department,  
1<sup>st</sup> Floor, P T I Building  
A.C.Guards,  
Hyderabad – 500 004.

Gentlemen

In accordance with the provisions of the Instructions to Bidders, to provide for bid security, \_\_\_\_\_ (name and address of bidder) (hereinafter called “ the Bidder”) shall deposit with Bank of India, Telangana Zonal Office, P.T.I.Building, A.C.Guards, Hyderabad-500 004 (name of purchaser) a bank guarantee to guarantee his proper and faithful conduct under the said Clause of the Instructions to Bidders in an amount of Rs.50,000/- (Rupees Fifty thousand only)

We, the \_\_\_\_\_ (name of the bank or financial institution and address), as instructed by the Bidder, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Bank of India (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 Rs.50,000/- (Rupees Fifty thousand only).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between Bank of India (name of purchaser) and the Bidder, 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 last date stipulated for Bid submission under the contract) until \_\_\_\_\_ (45 days beyond last date of submission stipulated).

Signature and Seal of Guarantors

.....  
Date.....20.....  
.....  
.....  
Address:.....  
.....  
.....

**VENDOR PROFILE**

The Zonal Manager,  
Bank of India,  
Telangana Zone.

1. NAME OF THE ORGANISATION/FIRM
2. ADDRESS
3. YEAR OF ESTABLISHMENT
4. STATUS OF THE FIRM  
(Whether company/firm/proprietor)
5. NAME OF DIRECTOR/PARTNER/PROPRIETER
  - 1.
  - 2.
  - 3.
- 6 Whether registered with Registrar of Companies/  
Registrar of Firms. If so, mention number and date.
7. a) Name and Address of Bankers:  
b)Enclose Solvency Certificate from the Bankers :
8. Whether registered for Sale Tax purpose. If so, mention number and date  
Furnish also copies of sales tax clearance certificate.
9. Whether an assessee of Income Tax. If so, mention permanent account  
Number. Furnish copies of Income Tax clearance certificate.
10. If you are registered/empaneled/approved any other organisation/Deptt.  
Banks etc. Furnish their names, category and date of registration/empaneled.
11. Turnover for financial year ending 31.03.2020. (Furnish copies of documentary evidence)  
Turnover for financial year ending 31.03.2019. (Furnish copies of documentary evidence)  
Turnover for financial year ending 31.03.2018. (Furnish copies of documentary evidence)
12. Whether ISO and BIS Certified? (furnish copies of documentary evidence)
13. Whether ETDC Certified? (furnish copies of documentary evidence)
14. Brand Name of UPS/Battery in which dealing  
(For UPS furnish the technical specification as per enclosed sheet)
15. a) Detailed description and value of works done incl.for banks in the past

			Rs. Lacs
Name of Institution	Type of Work Done	When done	Value of work done

(Enclose certificates/proofs in support of your claim)

16. Furnish the names of the responsible persons who will be in position to certify about the quality as well as past Past performance of your organisation.

17. No. of Employee , if any

Name	Designation	Qualification	Experience	Year with the Firm	Any other	

18. Willing to undertake work for the amount : Rs..... Lacs/No limit

19. Name of Branch/Representative offices in Districts falling in Telangana Zone.

CITY/DISTRICT	ADDRESS	NAME OF RESPONSIBLE PERSON	Qualification of Responsible Person

20. Whether willing to take AMC work

PLACE:  
DATE :

SIGNATURE OF PROPRIETOR/  
PARTNER/DIRECTOR WITH SEAL

(Note: Where copies are required to be furnish these are to be certified copies preferably by the concerned agencies or a Government Officer.)

**BANK OF INDIA  
AGREEMENT  
FOR MAINTENANCE OF UPS EQUIPMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_ between BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression/shall include its successors and assigns and \_\_\_\_\_ incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter called "THE COMPANY") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the UPS equipment (hereinafter called EQUIPMENT) listed in Annexure - A hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

In consideration of the premises it is agreed between the parties as follows:

**1. COMMENCEMENT AND TERM:**

1.1 This agreement is effective and valid for the period as per **Annexure B**. It shall, however, be renewable for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

1.2 Upon termination as provided under clause II hereinafter or after expiration of this agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for purposes of execution of this agreement. In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from Annexure A of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment are added to Annexure A, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from Annexure A, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.

**2. CHARGES:**

2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein, are indicated in Annexure A attached; and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.

2.3 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as if such terms were incorporated herein and are applicable hereto.

2.4 THE COMPANY, shall, if so desired, not less than six months in advance convey its intention to increase the charges contained in Annexure A hereto, by means of a notice in writing to Bank. Bank may agree to such increase in maintenance charges by conveying, in writing, its acceptance of such increase within three months from the date of receipt of such notice from the company.

### **3. REPAIR AND MAINTENANCE SERVICE :**

3.1 During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

a) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts of the EQUIPMENT during Bank's normal local working hours as per **Annexure B (other than bank holidays)**. In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.

b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank shall pay to THE COMPANY an additional charge calculated on the basis of the hourly rate for providing maintenance service to equipment similar to that covered by this Agreement, subject to such hourly rate being comparable or lesser than the rates on the equivalent terms offered by THE COMPANY to any of its customers at the material time.

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within **2(Two) hours at all District Head Quarters, State Capitals etc. and within 4(Four) hours at other**

**locations** (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clauses 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within **24 hours** after attendance to the service call, in any case within **2 (Two) days** of being informed of the same. In case an item is not usable beyond the stipulated maximum downtime THE COMPANY 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 or annul maintenance charges as the case may be.

e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for **98%** of the time in every month.

f) THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than **90 (Ninety) days**.

g) Preventive Maintenance: THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

h) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.

i) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.

j) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and/or malfunction of the Equipment. The Company's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Company's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

k) Periodical maintenance/inspection should be ensured for the UPS and batteries. Inspection of UPS System includes a) Checking all inputs, outputs and battery bank connections from and to the system b) Checking Charger/Rectifier parameters of the UPS System c) Checking the output parameters of the UPS System. Inspection of battery bank includes a) inspecting and cleaning all the battery cells b) checking individual cell voltage c) checking battery intercell connectors, battery connections d) checking the electrolyte level and topping up if required. Apart from attending to the other periodic maintenance work, the UPS /AMC vendor should check the voltages of batteries and record the same. Any impending weakness or failure of batteries should be brought to the notice of the branch/office. The vendor should initiate steps expeditiously to replace, as fast as possible, the defective batteries if the warranty/AMC terms so provide.

l) During the preventive maintenance of lead-acid type batteries, the battery terminals and connectors should be cleaned and white petroleum jelly applied to prevent corrosion by acid fumes. Vendor should ensure quarterly topping up of distilled water for lead-acid type batteries.

m) Testing of UPS and batteries should be done periodically, at least once a quarter. The testing has to be carried out by the UPS/AMC vendor on a half-working day or on a holiday. After the day's work is over, the mains power supply should be switched off and the systems should be switched on, one by one. The systems can be kept on, till such time the DC voltage of the batteries touches its lower limit. The time interval will give the time for which the batteries could support the systems. The backup time rating for the batteries is based on the full rated load of the UPS system. If the load connected during the testing is lower than the rated load, the backup time should be longer, though necessarily not strictly in the same proportion.

3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY; and the parts replacing the withdrawn parts shall become the property of Bank.

3.3 THE COMPANY'S maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.

3.4 Within the period of maintenance, BANK reserves the right to shift the EQUIPMENT to alternate site of its choice, disconnect/connect/substitute Battery Bank acquired from any other Vendor. In such case the COMPANY undertakes to continue to maintain the EQUIPMENT at their new location without any additional cost to the BANK. However if Bank desires to shift the EQUIPMENT to a new site and install it, THE COMPANY shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and THE COMPANY shall provide necessary assistance to Bank in doing so. This Agreement, after such shifting and reinstallation would continue to be binding on THE COMPANY and Bank.

3.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the either, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

3.6 If, in any month, THE COMPANY does not fulfil the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the Bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to Bank on demand by Bank.

#### **4. FORCE MAJEURE:**

4.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure. Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned event shall preclude THE COMPANY from meeting any or all of its obligations hereunder, for a period of more than 3 (Three) months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 (One) month's notice.

#### **5. SUBCONTRACTING:**

5.1 THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement without the prior written consent of the Bank.

#### **6. EQUIPMENT ATTACHMENTS:**

6.1 Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase THE COMPANY cost of performing repair and maintenance service.

#### **7. SECURITY:**

7.1 THE COMPANY agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank.

#### **8. CONFIDENTIALITY:**

8.1 THE COMPANY acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or



use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement are fully satisfied.

## **9. LIABILITY AND INDEMNITIES:**

9.1 THE COMPANY represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE COMPANY agrees that it will, and hereby doth, indemnify the Bank from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

## **10. BUSINESS TERMINATION:**

10.1 In the event that the COMPANY shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of right of rights of creditors, then (at the option of Bank notwithstanding clause 1.1 of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

## **11. TERMINATION OF THIS AGREEMENT:**

11.1 This Agreement may be terminated by either party in any of the following circumstances:

a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.

b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.

c) Under the provision of clause 2.4 of this Agreement.

d) Under the provision of clause 4.1 and/or 10 of this Agreement.

e) By giving one month's notice of such termination to the other by either of the parties to this Agreement.

## **12. ARBITRATION:**

12.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrators) shall be final. Such arbitration to be governed by the provisions of the Indian Arbitration Act.

**13. GENERAL:**

13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.

13.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorised and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

13.4 Words importing the singular include the plural and vice versa.

13.5 Nothing stated hereinabove shall in anyway release the COMPANY from any warranty or other obligations vide terms and conditions of purchase order.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.**

Seal of the Company affixed in the presence of

Shri (Director)

Shri (Director)

of the company (in accordance with the Articles of Association of the Company)

**Bank by its representative:**

**(Authorised signatory)**

**EQUIPMENT LIST, CHARGES AND LOCATION**

**TERMS OF INVOICES SUBMITTED BY THE COMPANY**

THE COMPANY shall submit to the BANK their invoices for payment of the above half-yearly charges on completion of each half-year during the term of this Agreement. Such invoices shall be payable by Bank within 10 days of receipt (subject to the provision of clause 3.6 of this Agreement).

In case of Maintenance Services provided under clause 3.1 (b) of this Agreement: THE COMPANY shall submit to BANK their invoice(s) for payment of charges for such services rendered during any month of the first working day of the following month. Such invoices shall be payable by Bank within ten (10) days of receipt (subject to the provision of clause 3.6 of this Agreement).

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT OF THE ABOVEMENTIONED DATE.

Seal of the Company affixed in the presence of

Shri (Director)

Shri (Director)

of the company (in accordance with the Articles of Association of the Company)

**Bank by its representative:**

**(Authorised signatory)**