



## PATNA ZONE

### Patna Zone

Information Technology Department  
Chanakya Towers, R Block  
Patna, 800001

Phone : 0612- 2223165

Fax : 0612-2223178

Email : Zo.Patna@bankofindia.co.in

Website : [www.bankofindia.com](http://www.bankofindia.com)

Ref. No. BOI: ZO: IT: 2009-10:

Date : 28<sup>th</sup> October, 2009.

### **Request for Proposal Purchase of Hardware for Bank's offices.**

The Bank intends to procure Hardware for its offices and for this purpose invites quotes for the same as per the specifications and quantity as indicated below from Empanelled Vendors. The list of Empanelled Vendors include:

1. M/s. Acer India (Pvt) Ltd.
2. M/s. PCS Technology Ltd,
3. M/s. Zenith Computers Ltd,
4. M/s. HCL Infosystems Ltd,
5. M/s. Wipro Infotech,
6. M/s. Dell India Pvt. Ltd,
7. M/s. Accel Frontline Ltd,
8. M/s. CMS Computers Ltd.

These prices shall remain valid for all orders placed with the selected vendor for a period of 6 (six) months from the date of first such purchase order duly accepted by the vendor. You are requested to send your Proposals - Technical and Price as per the enclosed formats. The methodology for submission of the proposals is enumerated in Annexure A. Terms and Conditions of Contract (TCC) are given in Annexure B.

2. In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes has to be adopted. **The Technical Proposal envelope should not contain any financial terms like cost of Hardware/system software or any of its components.** The financial bid envelope should contain both the cost of the hardware / system software as well as the Warranty / AMC charges as mentioned in the enclosures.

- (i) Only one Model / Make, strictly conforming to the specifications should be quoted.
- (ii) Total cost to the Bank will be decided on the basis of cost of the hardware inclusive of Warranty / AMC support for 4 years taken together. Please note that minimum warranty period will be 1 year and maximum post warranty / AMC period will be 3 years.
- (iii) All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.
- (iv) Technical specifications of the equipment offered (against the requirements specified) as well as the Technical Details (in the prescribed format) should be furnished along with the Bid, for all the standard and optional items if any offered. Otherwise the offer would be treated as Non-responsive.

- (v) Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) **specific to the make/model(s) of the equipment (whether standard or optional) offered** should be submitted along with the offer. Otherwise the offer would be treated as Non-responsive.
  - (vi) **Any deviation from the specifications in the products offered should be separately brought out explicitly, in the column provided for this purpose.**
  - (vii) The Bank reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons thereof.
3. **The tender forms will be issued at the above address.**
4. Tender forms can be downloaded from our Website ([www.bankofindia.com](http://www.bankofindia.com)) also.
5. The proposal shall remain valid for 90 days from the date of opening of Proposal and the rates of items finally selected shall remain valid for **90 days** from the date of award of contract.
6. The last date for submission of the proposal is **7<sup>th</sup> November, 2009** and should reach **Patna Zonal Office, Information Technology Department** at the abovementioned address **by 1.00 p.m.** on that day.

The items required and the indicative quantity is as under:

Item	Description indicative	Number
Desktop Computer	<b>Processor:</b> Core 2 Duo, <b>Memory:</b> 3 GB 800MHz DDR2, <b>HDD:</b> 320 GB SATA, , <b>Monitor:</b> LCD 15.6" or more, <b>O/s:</b> Genuine Winows XP/Vista, <b>Mouse:</b> Optical Scroll (USB), <b>Key Board:</b> USB Key Board, <b>Chipset:</b> G33, <b>Network Card:</b> 10/100 Base Ethernet, <b>Sound Card;</b> Integrated ,	<b>27</b>
Dot Matrix Receipt Printer	<b>LIPI LWT 450, Print Speed 4.5 line/sec, paper width- 75.5+0.5 mm</b>	<b>20</b>
High Speed DMP	<b>Wep HQ 1600 Dot Matrix Printers</b>	<b>5</b>

(A.H.Ansari)  
Chief Manager

## Instructions to Vendors

### Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes - Part I covering the Technical, Commercial (except equipment price and AMC charges) and Qualification aspects hereinafter referred to as '**Technical Proposal**' and Part II covering only the price schedules hereinafter referred to as the '**Price Proposal**'. The two parts should be in two separate covers, each super-scribed with the name of the Project (Proposal for Procurement of Hardware/System Software for various branches/offices situated all over India) as well as "Technical Proposal" and "Price Proposal" as the case may be.

Documents comprising the Technical Proposal Envelope, should :

- (a) Comply with the TCC (Annexure-B)
- (b) Comply with the Technical Specifications of each item (Annexure-C)

Be accompanied by duly filled in Proposal Form (**FORM-1**) and (**FORM-2**) the forms must be duly signed by the vendor;

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

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

Documents comprising Price Proposal Envelope, should be :

Full Price Schedule of the Goods and/or System and/or Services (**FORM-3**)

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

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

- (a) be addressed to the Bank at the address given; and
- (b) bear the Name "PROPOSAL FOR PROCUREMENT OF HARDWARE/SYSTEM SOFTWARE FOR BRANCHES/OFFICES IN GOA," and a statement: "**DO NOT OPEN BEFORE 07/11/2009**".

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

**Terms and Conditions of Contract (TCC)**

**1. Definitions**

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

- (a) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank;
- (b) “The Bank ” means the Bank of India;
- (c) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- (d) “TCC” means the Terms and Conditions of Contract contained in this section;
- (e) “The Supplier” or “the Vendor” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (f) “The Project Site” means various branches/administrative offices of Bank of India.

**2. Country of Origin**

2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

2.2 For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**3. Standards**

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

**4. Use of Contract Documents and Information**

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

- 4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.

## **5. Patent Rights**

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

## **6. Performance Security**

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

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

- 6.2 The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) bank guarantee issued by a reputable bank in India, acceptable to the Bank, in the form provided in Bid Form and Other Formats;
- or
- (b) a Banker's Cheque / Demand Draft. Favouring "Bank Of India"
- 6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty or AMC obligations under the contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period of 12 months. The performance guarantee for a proportionate value shall be extended by 60 days over and above the extended warranty period.

## 7. Inspection and Quality Control Tests

### 7.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

Inspection of Goods as per quality control formats including functional testing, burnin 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.

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, raveling, 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;

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;

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.

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

- (i) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

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

- 7.3 Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost, to the Bank.
- 7.4 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.5 Manuals and Drawings**
- 7.5.1 Before the goods and equipment are taken over by the Bank, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the goods. The manuals and drawings shall be in English.

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.

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.

**7.7 Acceptance Certificates:**

On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.

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

**8. Packing**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:
- (i) Contract No.; (ii) Supplier's Name; (iii) Consignee's Name (iv) Packing List Reference number.

## **9. Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier **with in 4 weeks from the date of purchase Order**. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:

3 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

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;

2 Copies of packing list identifying contents of each package;

(iv) Insurance certificate;

Manufacturer's / Supplier's warranty certificate;

Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,

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

## **10. Insurance**

The insurance shall be in an amount equal to 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" valid for a period not less than 1 months after installation and commissioning and issue of acceptance certificate by the Bank.

Should any loss or damage occur, the Supplier shall -

- (a) initiate and pursue claim till settlement, and
- (b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

## **11. Transportation**

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

## **12. Incidental Services**

The incidental services to be provided are as under:

- (a) Performance of on-site assembly and start-up of the supplied computer hardware, operating system and other software packages;

Furnishing of appropriate hardware, device drivers, system design and programming services required for development and/or maintenance of the supplied Goods;

Even if the hardware is initially purchased for use with particular Operating System(s), the

Bank may, at any future date, use the hardware with any other operating system and in such cases, the Supplier shall provide the device drivers required for the hardware components in order for them to function satisfactorily in the new operating environment. In the event of such device drivers not being available, the Supplier should substitute the hardware component with another with comparable performance and having a device driver software for the proposed operating system.

- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
- (d) Maintenance, repair and software updates of the supplied Goods for a period of three years 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 Bank's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in TCC Clause 38.

### **13. Spare Parts**

13.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Bank may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, the blueprints, drawings, and specifications of the spare parts, if requested.
  - (iii) The vendor shall stock adequate spares as indented by the Bank at their respective Zonal Offices to ensure a better uptime, at no cost the bank.

### **14. Warranty**

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

14.2 The warranty period shall be 12 months from date of acceptance of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to the Bank, the warranty shall terminate after 13 months from the 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 in accordance with TCC Clause 7.

- 14.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 In case an equipment, peripheral or components (such as CPU, monitors, printers etc. are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the Bank's regular work.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 2 days, repair or replace the defective goods or parts thereof, without cost to the Bank.
- 14.6 If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days from the of receipt of such notice, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- 14.7 If during operation, the real Mean Time Between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.

**14.7 Maintenance Service:**

- 14.7.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. The vendor will enter into AMC agreement with the bank after the expiry of the warranty period of equipments viz. Computer Systems, Peripherals, UPS, Systems Software & other software for a period not less than 3 years after the expiry of warranty, at the discretion of the Bank. The AMC charges should be quoted separately in the commercial bid. The rate for Annual Maintenance Contract for the hardware & peripherals supplied is to be quoted in the commercials. You may also indicate your willingness to support the hardware & related software supplied by other vendors. If so you may quote the rate for AMC of such hardware & software separately in commercial bid.
- 14.7.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 3 (Three) hours from the receipt of such communication in case the service centre is situated at the same location where the hardware/software are installed and 1 (one) day in other cases.

It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it) as mentioned in the form of Technical Details. In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty of Rs.500/- per day per item. The amount of penalty will be recovered from Bank guarantee, or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as the case may be. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head the Bank shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

## 15. Payment

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

On Delivery and installation: Ninty Percent (90%) of the order value of the Hardware ordered, and after Bank's acceptance of the Hardware ordered. Wherever

installation could not be carried out by the vendor due to the site not being ready even after 30 days after the last date for delivery mentioned in the purchase order, the payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.; and Balance payment: Balance 10% will be paid either after the expiry of Warranty + 3 years' AMC period

or

against submission of Performance Bank Guarantee of a reputed Bank, acceptable to the Bank, for an equivalent amount valid for the period of warranty of one year + AMC upto 3 years.

Payment for annual maintenance charges:

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

Provided that the Bank shall have the option of entering into AMC in respect of all the goods or part of the Goods or completely opt out of the AMC.

Further provided that the Bank may, during the currency of the warranty or AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at their new location without any other additional cost to the Bank.

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

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

### Prices

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

## **17. Change Orders**

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

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

If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Bank's changed order.

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

20.2 Subcontracts must comply with the provisions of TCC.

## **Delays in the Supplier's Performance**

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

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

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

## **22. Liquidated Damages**

- 22.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

## **23. Termination for Default**

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

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

or

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

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

## **24. Force Majeure**

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

- 24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable such as acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

## **25. Termination for Insolvency**

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

## **26. Termination for Convenience**

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

Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for delivery within 7 days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Bank may elect to have any portion completed and delivered at the Contract terms and prices.

## **27. Resolution of Disputes**

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

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

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

a) In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is above Rs. 1 Crore, the arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Supplier.

b) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

100 Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

## **28. Governing Language**

28.1 The governing language shall be English.

## **29. Applicable Law**

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

**30. Notices**

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

**Bank of India,  
ZONAL OFFICE, PATNA ZONE  
Information Technology Department,  
Chanakya Towers, R Block  
PATNA-800 001.**

**Supplier's address for notice purposes:**

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

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

**31. Taxes and Duties ( Sale Tax to be cleared as per price Schedule)**

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

Income / Corporate Taxes in India:

31.2 The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

31.3 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**32. Supplier Integrity:**

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

**Supplier's obligations:**

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

The Supplier will abide by the job safety measures prevalent in India and will free the Bank

from all demands or responsibilities arising from accidents or loss of life, the cause of which is the

Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

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

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

### **Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Supplier shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

### **Site preparation and installation:**

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

### **Hardware Installation:**

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

### **Hardware & System Software Maintenance:**

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

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

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

During warranty and later during AMC period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day.

At the time of entering into AMC, the Bank will be required to sign an AMC contract as per the format given in Bid Form and Other Formats.

### **Training:**

For each hardware and software component 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. The number of users to be trained and the duration of the training shall be as specified in the Invitation for Quotation or as quoted by the Bank in his Quotation. The venue, arrangements for provision of hardware/software and costs for the training shall be as specified in the Invitation for Quotation.

### **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.

### **Right to use defective equipment:**

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

### **Standards:**

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

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

### **Award Criteria**

The Bank will award the Contract to the successful Bidder, out of the Bidders who have responded to Bank's Invitation for Quotation, 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. For evaluation purpose the unit price of each item will be multiplied by approximate quantity as mentioned in **Annexure A1**. The total cost of individual item will be taken for evaluation of lowest bidder. However, the Bank also reserves the right to distribute the orders in fair, transparent and equitable manner amongst L1, L2 & L3 vendors subject to written consent of L2 & L3 vendors to match the rates quoted by L1 vendor.

### **43 Repeat Orders**

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

### **Bank's Right to Reject Any or All Bids**

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

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

Date : .....

To:

**Bank of India,  
ZONAL OFFICE, PATNA ZONE  
Information Technology Department,  
Chanakya Towers, R Block,  
PATNA-800 001.**

Sir,

**Re: Request for Proposal for Hardware/System Software  
at the Bank's Branches/ Offices in various zones.**

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

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

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

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

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

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

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

Dated this ..... day of ..... 20.....

*(signature)*

*(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

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.....

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

Date : .....

To:

**Bank of India,  
ZONAL OFFICE, PATNA ZONE,  
Information Technology Department,  
Chanakya Towers, R Block,  
PATNA 800 001.**

Sir,

**Re: Request for Proposal for Hardware/System Software  
at the Bank's Branches/Offices in various zones.**

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

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

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

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

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

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

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

Dated this ..... day of ..... 20....

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



**FORM 3**

**PRICE SCHEDULE**

1	2	3	4	5	6	7
Item Description (with Item No. as shown in Technical Specifications)	Country of Origin	Unit price Rs.	Warranty For 1 year	Comprehensive on-site Annual Maintenance Cost for 3 years (post-warranty) Rs.	Total Unit Price (In Figures) inclusive of Warranty / AMC for total period of 4 years Rs.	Total Unit Price in W Column 6 In Words Rupees.

**Notes:**

**1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges except Sales tax applicable in respective State. Octroi or entry-tax, if applicable, be reimbursed extra at actuals, against proof of payment in original. The price so quoted, shall be valid for 180 days from the date of award of Contract.**

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

**3. Warranty period will be minimum 1 year. Post warranty Comprehensive onsite Annual Maintenance Contract (AMC) will be 3 years.**

**4. Vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place)**

**Signature of Bidder**

**Name**

**Business Address**

**Annexure-C**

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

<i>No</i>	<i>Component</i>	<i>Description</i>

Notes applicable for all specifications

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

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

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

Software drivers for DOS (v6.22 or higher), Microsoft-XP Professional, Microsoft Windows 98, Microsoft Windows NT (v4.x), Microsoft Windows 2000 and Novell IntranetWare (v4.20) with and without SFT-II should be supplied for Mother Board, SCSI Controllers, IDE/EIDE Controller, Display Controller, Ethernet Interface, CD-ROM, DAT Drive, ZIP Drive, etc.

**Hard copies** (in original) of as many - product brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for all the components like Mother Board, SCSI Controllers, Disk Drives, IDE/EIDE Controller, Display Controller, Ethernet Interface, CD-ROM, DAT Drive, ZIP Drive, etc. Monitor, Keyboard, etc., - as the number of units being indented as per the Schedule of requirements, should be included in the offer.

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

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

**Software drivers for Microsoft-XP Professional, Microsoft Win 2Kserver/ Professional and all components like Mother Board, Disk Drives, IDE/EIDE Controller, Display Controller, Ethernet Interface, CD-ROM, etc. Monitor, Keyboard, etc., would be made available at all the locations with the systems at the time of delivery of equipments.**

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

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