

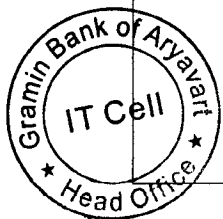


GRAMIN BANK OF ARYAVART

HEAD OFFICE, A – 2/46, VIJAY KHAND,
GOMTI NAGAR, LUCKNOW (U.P.). PIN-226010
Phone No- 7388800775/76/88/90 - 98, Fax No. 0522 - 2392986
Website www.aryavart-rrb.com

REQUEST FOR PROPOSAL (RFP) **FOR** **SUPPLY, INSTALLATION & MAINTENANCE OF** **LASER JET PRINTERS**

Date of RFP	05-08-2016
Pre-Bid Meeting	10-08-2016 at 3:00 PM
Last Date of submission of RFP	20-08-2016 up to 03:00 PM
Opening of Technical Bids	20-08-2016 at 03:15 PM
Opening of Financial Bids	Date will be decided on 20-08-2016 after opening of Technical Bids
Earnest Money Deposit	Rs. 50,000/- (Rupees fifty thousand only)





GRAMIN BANK OF ARYAVART

HEAD OFFICE, A – 2/46, VIJAY KHAND,

GOMTI NAGAR, LUCKNOW (U.P.). PIN-226010

Phone No- 7388800775/76/88/90 - 98, Fax No. 0522 - 2392986

Website- <http://www.aryavart-rrb.com/>

HO/IT/VA/2016-17/36

DATE: 05-08-2016

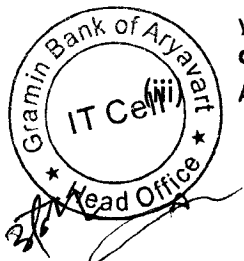
SUPPLY, INSTALLATION & MAINTENANCE OF LASER JET PRINTERS

1. Bank intends to procure Laser jet printers for its Branches and Offices at Agra, Aligarh, Barabanki, Etah, Faizabad, Farrukhabad, Firozabad, Hardoi, Hathras, Kannauj, Kasganj, Lucknow, Mainpuri, Mathura & Unnao districts, hence invites quotation for the same. Estimated / expected quantity of purchase is **134 Laser printers**. The prices shall remain valid for all orders placed with the selected vendor for a period of 180 days from the date of first purchase order duly accepted by the vendor.
2. The vendors will have to submit their proposal in two separate envelopes containing **Technical Bid** and **Financial Bid**. The vendor should write on the envelop **Technical Bid** or **Financial Bid** and keep both envelopes in a separate third envelop for submitting in the Bank. **Technical Bid envelope should not contain any financial details like cost of Hardware or cost of Warranty/AMC**. The financial bid envelope should contain the cost of the printer as well as the Warranty / AMC charges as mentioned in the enclosure **Annexure-Z**.
3. The specifications for Laser Jet Printer are given in **Annexure-A**.
4. The methodology for submission of the proposals is enumerated in **Annexure-B**.
5. Terms and Conditions of Contract (TCC) are given in **Annexure-C**.
6. The selected vendor will have to sign a Service Level Agreement (SLA) as given in **Annexure-D**.
7. The bid should be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in the form of a demand Draft or payslip in favor of Gramin Bank of Aryavart , payable at Lucknow.
8. **Only Bank's empanelled vendors (as per Annexure-E) may submit their proposals for genuine branded item as per the specification given in Annexure-A.**
9. Bank will open the bids and decide the L1 vendor on the basis of the lowest quoted amount in totality as per Grand total in column C of **Annexure-Z**. Bank reserves the right to place the order in lots or otherwise as per Bank's requirements.

The bidders are requested to note the following:

- (i) Only One Make/Model, strictly conforming to the specification as mentioned in Annexure-A should be quoted.
- (ii) Total unit cost to the Bank will be decided on the basis of unit cost of the hardware inclusive of **Warranty (for three years) & AMC (for Two years) i.e. support for total five years taken together**. Orders for the supply will be given after approval and the amount as per column 4 of the Annexure-Z will be paid as per the terms & conditions given in point no 15 of Annexure-C. Thereafter, on commencement of AMC period, pro rata half yearly AMC will be paid after completion of each half year. **The vendor must quote at least 4% of the cost of hardware and peripherals towards AMC charges.**

All standard (default) items / components and optional items / components, if any, should be



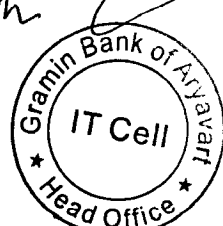


separately and clearly mentioned. All inclusive prices should be furnished in the Price Schedule as per the format prescribed.

- (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 Nonresponsive.
 - (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.
10. Vendor offering a third party product should submit letter / authority from the Manufacturer of the product authorizing them to sell the product with the warranty of 3 years.
 11. Last date for requesting any clarification is 09-08-2016 up to 3:00 PM.
 12. A pre-bid meeting with the eligible and interested Venders shall be held on 10-08-2016 at 3:00 PM on Bank's Head Office A-2/46, Vijay Khand, Gomtinagar, Lucknow.
 13. In case of any doubt, decision of the tender committee will be final & binding.
 14. The proposal shall remain valid for 180 days from the date of opening of Proposal and the rates of items finally selected shall remain valid for 180 days from the date of award of contract/ order.
 15. For queries and clarification regarding the RFP, please feel free to contact us on the below mentioned address or telephone number or e-mail id.

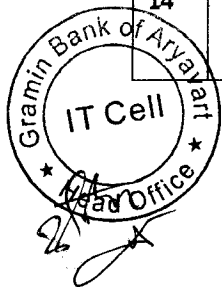
- Mr. Utkarsh Srivastava (Manager) Phone : +91-7388899715 / +91-7388800795
Email Id: ho.itcell@gba-rrb.com

The last date for submission of the proposal is 20-08-2016 and the same should reach Bank's Head Office, A-2/46, Vijay Khand, Gomtinagar, Lucknow by 3.00 PM or earlier. The tender for technical bid will be opened on 20-08-2016 at 03.15 PM. The date for opening of financial bid will be decided after opening of financial bid. **The vendor should visit our website (www.aryavart-rrb.com) regularly for any change in RFP, corrigendum or any other information till the completion of the tender process.**


GENERAL MANAGER



Specifications for Laser Jet Printer

SN	Component	Requirement	Deviations if any
1	Make & Model	<i>(specify here)</i>	
2	Print technology	Laser	
3	Printer Type	Monochrome (Black & White)	
4	Printer Processor speed	230 MHz (Minimum)	
5	Print speed	14 A4 pages per minute (ppm), 15 letter-size ppm. First page out in as low as 10 seconds	
6	Print resolution	Up to 600 x 600 dpi (1200 dpi effective output).	
7	Duty cycle	8,000 single-sided pages per month (maximum). 1,000 single-sided pages per month (average)	
8	Compatible Paper types and sizes	A4, Legal, Executive, Letter	
9	Power Consumption	250 watts (maximum)	
10	Connectivity	USB 2.0 (Maximum)	
11	Printer Memory	2 MB (minimum)	
12	Energy efficiency	Energy Star® qualified	
13	Warranty	3 years comprehensive onsite warranty by OEM + 2 Year on-site comprehensive AMC (OEM certificate of warranty to be submitted) Spares to be available for 6 years from the date of supply of the product.	
14	Connecting Cables & Driver Media	Included in the package.	



Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes – Part I covering the Technical, (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 “Financial Proposal”. The two parts should be kept in two separate envelopes, and name of the Project “Proposal for Supply, Installation & Maintenance Of Laser Jet Printer” as well as “Technical Proposal” and “Financial Proposal” should be written on the envelopes. Documents comprising the Technical Proposal Envelope, should:

- (a) Comply with the TCC (Annexure-C).
- (b) Comply with the Technical Specifications of required item (Annexure-A).
- (c) Be accompanied by duly filled in Proposal Forms Form 1. The form must be duly signed by the vendor.

Any Technical Proposal not containing the above will be rejected.

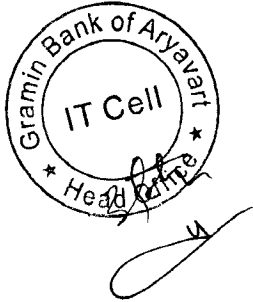
Any Technical Proposal containing any financial information will be rejected.

Financial Proposal Envelope should be accompanied by duly filled in Proposal Forms **(FORM 2) AND (FORM 3)**. The vendor must duly sign these forms.

Earnest money deposit Demand draft/ payslip must not be kept in Financial Proposal Envelope.

The vendors shall seal the “**Technical Proposal**” and “**Financial Proposal**” separately and the same shall be addressed to the Bank at the address given.

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 Laser Jet printer, which the Supplier is required to supply to the Bank;
- (b) "The Bank" means the **GRAMIN BANK OF ARYAVART.**
- (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 **GRAMIN BANK OF ARYAVART.**

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.

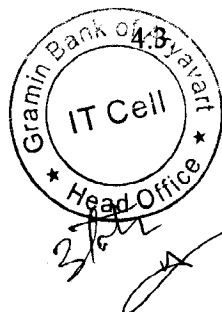
3. Standard

- 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 5 employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2. The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.

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

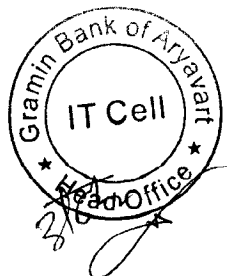
- 5.1. Any The Supplier shall indemnify the Bank against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1. Within 7 days of the award of Purchase order, the Supplier shall furnish to the Bank, the Performance Security for an amount equivalent of amount of advance valid up to 60 days after the date of completion of performance obligations including warranty obligations. Provided that the Bank may, having regard to the value and/or nature of the goods of the purchase contract and, at its sole discretion, waive the performance guarantee.
- 6.2. The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- 6.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A bank guarantee issued by a reputable scheduled commercial bank in India having its branch office in Lucknow and acceptable to the Bank,
- Or**
- (b) A Banker's Cheque / Demand Draft. Favouring "GRAMIN BANK OF ARYAVART".
- 6.4. The performance security will be discharged by the Bank and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty or AMC obligations under the contract.
- 6.5. In the event of any contract amendment, the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period of 12 months. The performance guarantee for a proportionate value shall be extended by 60 days over and above the extended warranty period.

7. Inspection and Quality Control Tests

- 7.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
- (i) Inspection of Goods as per quality control formats including functional testing, burn-in-tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Supplier before award of the Purchase Contract, by the Bank / Bank's Consultants;
- Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
- (ii) The inspection of the Goods is to check whether the Goods are in conformity with the technical specifications or specific brand 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 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.. 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 failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Supplier at no extra cost to the Bank; and
- (vi) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

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

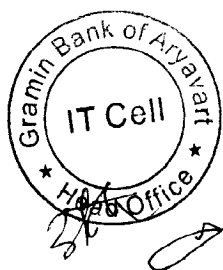
7.3. Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost, to the Bank.

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

7.5. Manuals and Drawings

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

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



7.6. Acceptance Certificates:

7.7.1. 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.

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 Good's 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:

- (a). Contract No.
- (b). Supplier's Name;
- (c). Consignee's Name
- (d). Packing List Reference number.

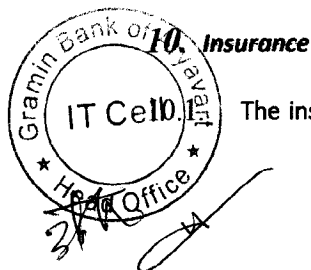
9. Delivery and Documents

9.1. Delivery of the Goods shall be made by the Supplier within 20 days from the date of purchase Order. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:

- (i). 3 copies of Supplier's invoice showing contract number, goods description, quantity, 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 nonnegotiable bill of lading;
- (iii). 2 Copies of packing list identifying contents of each package;
- (iv). Insurance certificate valid for 180 days;
- (v). Manufacturer's / Supplier's warranty certificate;
- (vi). Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,

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

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 6 month after installation and commissioning and issue of acceptance certificate by the Bank.

Should any loss or damage occur, the Supplier shall –

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

11. Transportation

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

12. Incidental Services

12.1. The incidental services to be provided are as under:

- (a). Performance of on-site assembly and start-up of the supplied computer hardware, operating system;
- (b). Furnishing of appropriate hardware, device drivers, system design and programming services required for development and/or maintenance of the supplied Goods;

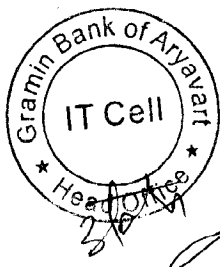
Even if the hardware is initially purchased for use with particular operating system (s), the Bank may, at any future date, use the hardware with any other operating system and in such cases, the Supplier shall provide the device drivers required for the hardware components in order for them to function 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 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 of the supplied Goods for a period of one years after expiry of the Warranty & AMC, provided, that this service shall not relieve the Supplier of any Warranty/AMC 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: Performance of on-site assembly and start-up of the supplied computer hardware, operating system;
 - (i). Advance notification to the Bank of the pending termination, in sufficient time to

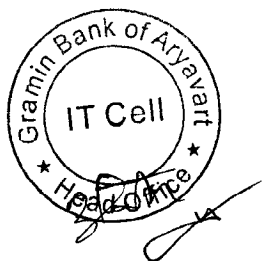


permit the Bank to procure needed requirements; and

- (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 Offices to ensure a better uptime, at no cost the bank.

14. Warranty

- 14.1. Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and 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 minimum 36 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 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 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 ensure to attend the call within 4 hours, and 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.
- 14.8. **Maintenance Service:**
 - 14.8.1 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 of equipments viz. Computer Systems, Peripherals, for 2 years after the date of expiry of minimum 3 year warranty period. The AMC charges should be quoted separately in the commercial bid. The rate for Annual Maintenance Contract for the hardware supplied is to be quoted in the commercials.
 - 14.8.2 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 4 (four) hours from the receipt of such communication.



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

15. Payment

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

- (i). **Advance Payment: Ten (10)%** of the total Contract Price (excluding AMC cost) shall be paid within 7 days of placement of order and upon submission of claim against a simple receipt and a bank guarantee for the equivalent amount valid until the entire consignment of goods is delivered and in the form acceptable to the Bank;
- (ii). **On Delivery: Eighty (80) %** of the order value (excluding AMC cost) on installation and commissioning of the computers, passbook printers, dot-matrix printers and scanners ordered, and Bank's acceptance of the computers, passbook printers, dot matrix printers and scanners 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
- (iii). **Balance payment: Balance 10%** will be paid either after the expiry of 3 years Warranty and 2 year AMC (Total 5 years)

Or

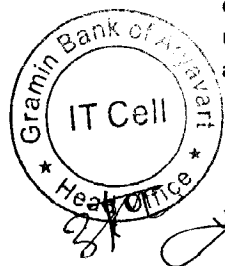
Against submission of Performance Bank Guarantee of a reputed Bank, acceptable to the Bank, for an equivalent amount, i.e. 10% of the order value, valid for the period of 5 years.

15.2. **Payment for annual maintenance charges:**

The annual maintenance and repair cost after 3 year warranty period shall be paid by the bank in equal half yearly installments within thirty (30) days from the date of completion of respective half year period, subject to satisfactory services rendered. Year for this purpose will be calculated from the date of successful installation of the computers, passbook printers, and dot-matrix printers. If services rendered by vendors are not found to be satisfactory, in such cases bank shall terminate the AMC contract after giving 3-month notice to the vendor and bank shall not be liable to pay any AMC charges for the said period.

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 Bank's area of operation 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.



16. Bank Guarantee

- (a). For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled commercial bank operating in India having its branch office at Lucknow and is acceptable to the Bank.
- (b). 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.

17. Price

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.

18. Change Orders

- 18.1. 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.
- 18.2. If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Bank's changed order.

19. Contract Amendments

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

20. Assignment

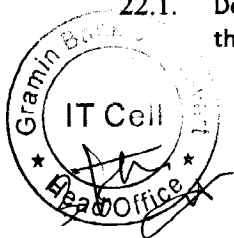
- 20.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

21. Subcontracts

- 21.1. The Supplier shall notify the Bank in writing of all subcontracts awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.
- 21.2. Subcontracts must comply with the provisions of TCC.

22. Delays in the Supplier's Performance

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



- 22.2. 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 Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 22.3. 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.

23. Liquidated Damages

- 23.1. 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.

24. Termination for Default

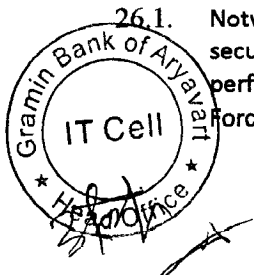
- 24.1. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a). If the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- Or
- (b). If the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2. 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.

25. Force Majeure

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.

26. Termination for Insolvency

- 26.1. 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.



- 26.2. 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.

27. Termination for Convenience

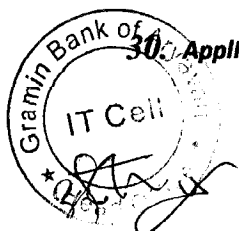
- 27.1. The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2. 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.

28. Resolution of Disputes

- 28.1. 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.
- 28.2. 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 edited by a third party, adjudication in an agreed national forum.
- 28.3. 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 Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 - (c.) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 - (d.) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

29. Governing Language

- 29.1. The governing language shall be English.



30. Applicable Law

30.1. 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.

31. Notices

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

**The General Manager
Gramin Bank of Aryavart
Head office
A – 2/46, Vijay Khand
Gomti Nagar
LUCKNOW - 226010
U.P.**

Supplier's address for notice purposes:

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

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

32. Taxes and Duties

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

32.2. **Income / Corporate Taxes in India:**

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

32.3. **Tax deduction at Source:**

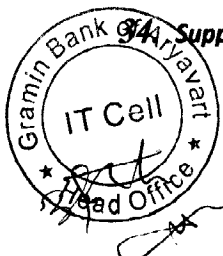
Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations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

32.4. 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.

33. Supplier Integrity:

33.1. 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.

34. Supplier's obligations:



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

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

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

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

35. 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.

36. Site preparation and installation:

The Bank is solely responsible for the preparation of the hardware sites in compliance with the technical 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.

37. Hardware Installation:

The Supplier is responsible for all unpacking, assembling, installations, The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

38. Hardware 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 four (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 Annexure-D.



For each hardware 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.

40. 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.

41. 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.

42. 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 required Laser Jet Printer.**

43. Bank's Right to reject any or All Bids:

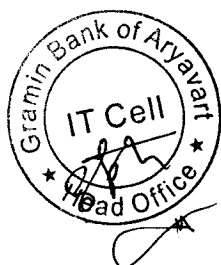
The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

44. Order:

Bank reserves the right to place the order (in full or parts) as and when the requirement comes within 180 from the date of first order.

45. Basis of deciding L1 (Lowest quoted price):

- (a.) Unit price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges inclusive of VAT applicable in respective states along with FOR delivery at Bank's Offices / Branches in Lucknow, Hardoi, Unnao, Barabanki, Kannauj, Farrukhabad, Mainpuri, Aligarh, Agra, Etah, Hathras, Kasganj, Matura, Faizabad and Firozabad districts. The price so quoted shall be valid for 180 days of award of contract / order.
- (b.) No increase in costs, duties, levies, charges etc irrespective of reasons whatsoever, shall be admissible during the price validity period.
- (c.) Warranty period will be minimum 3 year. Post warranty comprehensive onsite annual maintenance contract (AMC) will be for 2 years.
- (d.) Vender will be responsible for obtaining necessary clearance / approval from the Trade Tax authorities (at destination places)
- (e.) L1 (Lowest price) will be decided as per column number C-8. Bank reserves the right to increase / decrease the quantity for any or all items upto 15% (+/-).



FORM 1

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

Date:.....

To:
The General Manager
Gramin Bank of Aryavart
Head – Office
A – 2/46 Vijay Khand, Gomti Nagar
Lucknow- 226010
(U.P.)

Sir,

Re: Request for Proposal for procurement of Laser Jet printer.

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

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

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

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

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

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

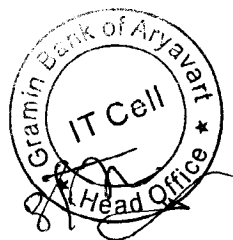
We understand that you are not bound to accept the lowest or any Proposal you may receive.

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

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



FORM 2

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

Date:.....

To:

The General Manager
Gramin Bank of Aryavart
Head – Office
A – 2/46 Vijay khand Gomtinager
LUCKNOW- 226010
(U.P.)

Sir,

Re: Request for Proposal for procurement of computer hardware.

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

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

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

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".**

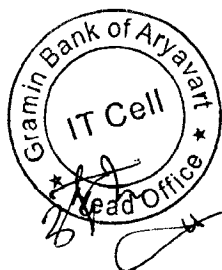
We understand that you are not bound to accept the lowest or any Proposal you may receive.

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

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



FORM 3

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ between **GRAMIN BANK OF ARYAVART** (hereinafter called "the Purchaser") of the one part and _____ (name of the supplier) having its Registered Office at _____ (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services viz. _____ (brief description of Goods and ancillary services) and has accepted a Bid by the Supplier for the supply of those goods and services at a sum of _____ (Contract Price in words and figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of bid No..... dated 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.
 - (f.) Service Level Agreement (SLA)
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Neither party shall disclose the confidential information to a third party. The parties will, at all times, maintain confidentiality regarding the contents of this Agreement and proprietary information including any business, technical or financial information.

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

S.No.	Brief Description of Goods & Services	Make and Model	Unit Price (Rs.)	Approximate Quantity to be supplied	Total Price (Rs.)
1	Laser Jet Printers			134	

TOTAL VALUE: (Rs.) DELIVERY SCHEDULE: As per purchase order.

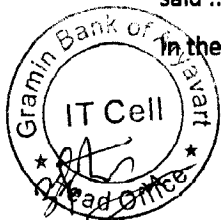
IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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:.....



**FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

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 1 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% 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:



BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen:

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

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

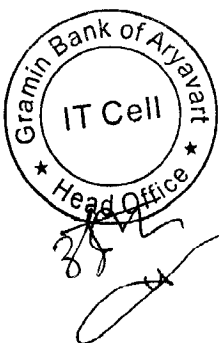
We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between (name of Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we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



PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

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

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

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

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

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

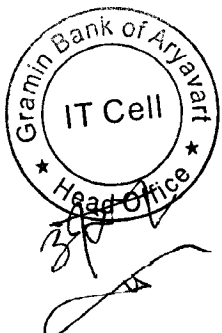
.....

.....

Address:.....

.....

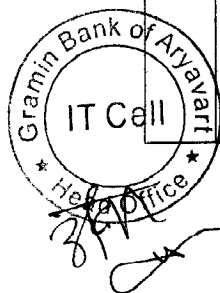
.....



FORMAT FOR TECHNICAL BID

(Duly filled by the vendor and to be submitted along with Technical Bid)

Sr.	Particulars	Description
1	Name of the Firm/Company with Address and Telephone Nos. Year of establishment	
2	Name of the Proprietor with Telephone Nos, mobile numbers, Email address (Office, Residence and Mobile)	
3	Local Office Address with Telephone Nos, mobile numbers, Email address	
4	Solvency Certificate : Issued by : Bank name Date of Issue : Amt. of Solvency Certificate :	
5	Details of work executed during past three years(enclose list) (a.) Number of works executed for Rs. 50 lac or more but less than Rs. 100 lacs. (b.) Number of works executed for Rs. 100 lacs or more but less than Rs. 200 lacs. (c.) Number of works executed for Rs. 200 lacs or more.	
6	Are you in the panel of approved vendors/contractors of R.B.I./Govt./Semi-Govt./PSUs/Financial Institutions/Banks' etc.; if so: give name of the organizations, year from which you are in the approved panel etc. If empanelled with Bank of India for last five years, please enclose the latest empanelment letter.	Yes/No
7	Give name and address of two responsible persons in the organizations/institution etc. for whom you had undertaken the above works and who will certify that the work entrusted to you by them had been successfully completed to their satisfaction as per their terms of contract.	1. 2.
8	PAN No. (Please enclose proof)	
9	Sales/Trade Tax No. (Please enclose copy of regn. cert.)	
10	Service Tax Reg. No. (Please enclose copy of regn. cert.)	
11	Whether any member of the staff of the Bank is related to your firm, director. If yes, name/names of the employee with relationship, working since when, position held, and present place of posting to be furnished.	



12	Audited Balance sheet enclosed for the year <input type="radio"/> 2013 – 14 <input type="radio"/> 2014 – 15 <input type="radio"/> 2015 – 16	Yes / No
13	List of service engineers in Bank's area of operation with the mobile/phone numbers.	Enclose list

Note: The above information must be supported by documentary proof/photo copies, Wherever required (Attested by a Chartered Accountant/Notary Public.)

Encl:-

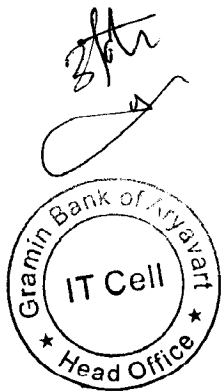
- 1.
- 2.

Signature of Vendor/Authorised Signatory of the Firm

Stamp

Place:

Date:



AGREEMENT FOR MAINTENANCE LASER JET PRINTER

THIS AGREEMENT made at _____ on the _____ day of _____ 20__ BETWEEN GRAMIN BANK OF ARYAVART a body corporate constituted under the Regional Rural Bank Act 1976(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 Laser Jet printer (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 :

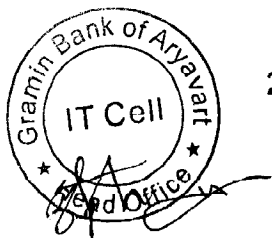
1. COMMENCEMENT AND TERM :

- 1.1 This agreement is effective and valid for the period from _____ to _____ . 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 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.

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-C 15.2.

- 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 favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.

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 of defective parts including all plastic parts of the EQUIPMENT during Bank's normal working hours i.e. from 10:00 A.M. to 6.00 P.M (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. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, floppy disks, these will incur an additional charge.

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.

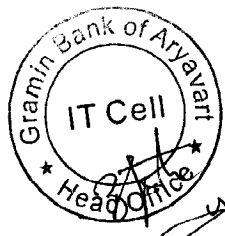
c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephonic, email notice by branches/offices, within 4 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.

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 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 then once in a quarter for 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 the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

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.

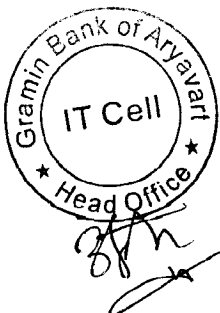
3.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.

3.4 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 other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

3.5 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 the Bank on demand by the 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 endeavors 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 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 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.

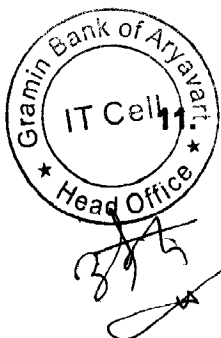
9. LIABILITY AND INDEMNITIES:

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 or 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.

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.
 - f) 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 arbitrator(s) shall be final. Such arbitration to be governed by the provisions of the Indian Arbitration Act.

13. PAYMENT:

- 13.1 The payment will be made on half yearly basis after successful submission of quarterly Preventive Maintenance Reports of all equipments and certificate of satisfactory services from all concerned Regional Offices of the Bank.

14. GENERAL:

- 14.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.
- 14.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- 14.3 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 authorized and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.
- 14.4 Words importing the singular include the plural and vice versa.

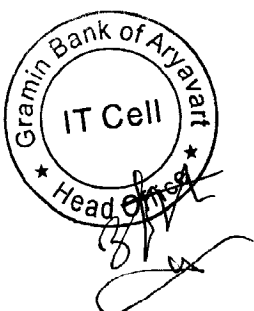
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVEMENTIONED DATE.

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)

(Authorised signatory)

Bank by its representative:

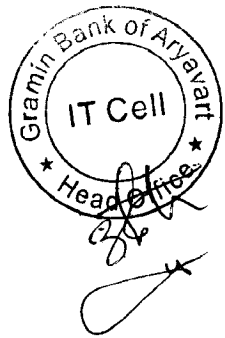
(Authorised signatory)



Annexure - E

LIST OF BANK'S EMPANELLED/ VENDORS

1. M/S Hewlett-Packard India sales Pvt. Ltd. Mumbai
2. Infinity Kolkata
3. Acer India Pvt. Ltd. Mumbai
4. Dynacons Systems & Solutions Ltd. Mumbai
5. Team Computers Pvt. Ltd. Mumbai
6. Inspira interprise india Pvt. Ltd. Mumbai
7. DSM Infocom Pvt.Ltd. Mumabi
8. M/S HCL Infosystems Ltd.
9. M/s Wipro Limited.
10. M/s Bharat IT



Price Schedule –LASER JET Printer

	1	2	3	4	5	6	7	8
A	Item Description	Brand (Mention only one brand with clear cut specification)	Quantity (Approx)	Unit price with 3 year Warranty Rs.	Total amount 3x4 Rs	Comprehensive on - site Annual Maintenance cost for 2 years for the full quantity stated in column 3 (Post -Warranty) Rs.	Total Unit Price (In Figures) inclusive of Warranty and AMC for total period of 5 (3+2) years (5+6) Rs.	Total unit price in words as in column - 7 in words Rupees. Rs.
B	Laser Jet Printer		134					
C	TOTAL							

We agree that

- Unit price quoted should be inclusive of all costs, duties, levies, taxes, and all other applicable charges inclusive of VAT applicable in respective states along with FOR delivery at Bank's branches/offices. The price so quoted, shall be valid for 180 days from the date of award of contract /order.
- No increase in costs, duties, levies, charges etc., irrespective of reasons whatsoever, shall be admissible during the price validity period.
- Warranty period will be minimum 3 years. Post warranty comprehensive onsite Annual Maintenance contract (AMC) will be for 2 years.
- Vender will be responsible for obtaining necessary clearance / approval from the local Trade Tax authorities (at destination place)
- L1 (lowest price) will be decided as per column number C-8. Bank reserves the right to increase /decrease the quantity for any or all items upto 15% (+/-).

Signature of the Vendor / Authorized signatory of the firm on rubber stamp

Name.....

Business Address

Mob Number.....

