

SALIENT FEATURES OF TENDER PAPER:

NAME OF THE WORK	ANNUAL RATE CONTRACT FOR SUPPLY AND INSTALLATION OF CARATO METER IN BRANCHES UNDER KOLKATA ZONE AND PROVIDING AMC SERVICE FOR 05YEARS AFTER COMPLETION OF WARRANTY PERIOD.
START DATE OF SUBMISSION OF TENDER PAPER	15TH , MAR. 2023.
END DATE OF SUBMSSION OF TENDER PAPER	04TH , APRIL. 2024 (Up to 5:00PM).
DATE OF OPENING OF TECHNICAL BID.	05TH , APRIL. 2024 (11:00AM).
DATE OF PREBID MEETING	21ST , MAR. 2024 (11:00AM).
EARNEST MONEY	Rs.25,000 (In favor of Bank Of India payable in Kolkata)
TENDER MONEY	Rs.1,000 (In favor of Bank Of India payable in Kolkata)

Name of the applicant:

Address:

.....

E-Mail of applicant:

Mobile no. of applicant:

PAN Number of applicant:

GST No. of applicant:

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IMPORTANT DOCUMENTS MUST BE SUBMITTED WITH THE TECHNICAL BID

Copy of following documents should be submitted with the technical bid:

A.	Technical part of the tender document properly stamped and signed on each and every Page (Unsigned documents may be rejected).
B.	DD/Pay Order towards the cost of tender document (Vendor should write the name of his company on the reverse of the DD/ pay order).
C.	DD/ Pay order towards EMD. (Vendor should write the name of his company on the reverse of the DD/ pay order).
D.	Applicants registered as MSME / NSIC / Udyog Aadhar Scheme or registered with Central Purchase Organization as defined in MSE Procurement Policy are exempted from depositing cost of EMD, provided they attach self-attested copy of the relevant certificate.
E.	GST Registration certificate of the company.
F.	All the supporting documents in respect of pre-qualification criteria as mentioned in the tender documents.
G.	Any document indicating the features of the product such as user manual, technical specifications sheets etc.
H.	List of area wise service center in west bengal.
I.	Latest details regarding the service network throughout the country.
J.	Authorisation letter from the company to the applicant.
K.	Copy of last three financial years audited balance sheets and Profit & Loss account statement & last 3 years Net worth certificate of the company duly certified by a Chartered Accountant.
L.	Copy of proof that machine of the same model is in use for the last one year as per minimum qualification criteria.
M.	Stamped undertaking about “taking up the AMC contract” of the machines at least for Five Years after completion of warranty period of one years.
N.	Manufactures Authorization Form (MAF) signed by authorized person of the bidder.
O.	The OEM / Applicant should submit copy of supply orders along with satisfactory Installation report from the users.
P.	A declaration cum undertaking confirming the vendor not have been blacklisted / delisted from any public sector bank or government organization for non-fulfilment of service obligations.
Q.	Purchase Order Copies of supply order awarded to bidder by Public Sector Banks/ Scheduled Commercial Banks in India / Reserve Bank of India prior to 31/08/2023.

NOTICE INVITING TENDER

To,

ALL THE ORIGINAL EQUIPMENT MANUFACTURERS / DISTRIBUTOR / DEALER / SUB DEALER / AUTHORIZED VENDOR / CHANNEL PARTNER DEALING IN CARATOMETER MACHINE.

Dear Sir,

Re:Proposed annual rate contract for supply,installation,commissioning,imparting training and taking up comprehensive annual maintenance contract for 05years (after warranty period) for Carato meter Machine in branches under Kolkata Zone.

You are our requested to quote for the below mentioned supply order if you satisfy the eligibility criteria of the tender paper.

Name of the tender	Estimated Value of purchase during contract period Rs. (in Lakhs)	Earnest Money (Rs.)	Time line of completion
Annual Rate contract for Supply , installation , testing , commissioning of Caratometer Machine, imparting training regarding operation of the machine and undertaking the A.M.C Contract for 05 years after completion of the warranty period in branches under Kolkata Zone.	75.00Lakhs	Rs.25,000/-by Demand Draft / Pay Order only	1. Supply installation Testing and commissioning of the machine and imparting training within 15 days of the placing supply order. 2. Comprehesive annual maintenance service for next 05 years after completion of the warranty period.

- 1) Sealed Tender in **Two Bid System** on item rate basis is to be addressed and submitted to the Zonal Manager, Kolkata Zone by the applicant.
- 2) You are not permitted to include any terms & conditions of your own besides the terms and conditions here in.**Bids receied with pre conditions would be rejected.**
- 3) **Two Bid System:** To facilitate the easy processing of your offer the entire tender process is divided into two parts i.e. **Step.I:Technical Evaluation Round and Step.II: Financial Evaluation Round.**In the financial evaluation round the **financial bids of only those applicants would be opened who qualify in technical evaluation round.**

I. Technical evaluation round:

The technical evaluation round is further divided in to following 02 sub steps:

Evaluation of credentials:

During this step all the credentials of the applicants, the technical specification of the machine offered by them would be evaluated to match our laid eligibility criteria & specification of the tender.

Evaluation of the machine:

During this step physical verification of the machine would be done, the applicant has to provide a demo machine for same make and model which he is offering in tender for real time testing of the same by the evaluation committee. The machine should be installed in any of the branches or in the Kolkata Zonal Office at the cost of the applicant for testing of the same by evaluation committee.

II. Financial evaluation round:

In this round the financial bids of the technically qualified applicants would be opened and the lowest bidder would be selected.

4) How to submit tender application:

Applicant have to use 03 envelopes for submitting their tender paper. The detail is as explained

Envelope No -1	Technical part of the tender paper, photocopy of the credentials and DD/Pay order for EMD & Tender money would be kept inside this packet and it should be properly sealed.
Envelope No -2	Price Bid should be kept inside this packet and it should be properly sealed.
Envelope No -3	Both the sealed technical and price bids should be kept inside this packet and it should be properly sealed.

Note: Applicant should take care that technical bid and price bid are submitted in separate envelopes.

The envelope no.3 containing the technical and price bid should super scribe "TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY AND INSTALLATION OF CARATO METER IN BRANCHES UNDER KOLKATA ZONE". It should also bear applicant's name, address with mobile number & e-mail address.

The Earnest Money Deposit of Rs. 25,000/- (Twenty five thousand only), the tender fee shall be in form of Demand Drafts / Pay order issued by any Scheduled Commercial Bank only, favouring Bank of India payable at Kolkata (Applicant should note that the D.D / Pay order should not be stapled or stitched to the application form it should be only pinned to application form). Applicants have to write his own name / firm name on reverse of pay order and put seal.

Applicant who seek exemption from depositing EMD & Tender money under MSME act have to deposit a copy of MSME / Udyog Adhar certificate with their tender.

The Earnest Money Deposit of the unsuccessful applicants will be returned as soon as possible

after tender process is over but without any interest.

- 5) Tender Forms can be downloaded free from “Tender Menu” of our Bank’s web site www.Bankofindia.co.in. from **15th, Mar. 2024 till 04th,April. 2024**. The last date of submission of tender is up to **5.00 p.m. on 04th,April. 2024** in the office of “The Zonal Manager, Bank of India, Star House , Kolkata Zonal Office, 5.B.T.M Sarani, Kolkata, W.B. - 700001”. **The tender application has to be dropped in the tender box kept at the SECURITY DESK, at ground floor of Zonal Office. No tender would be received in hand.** Late tenders will not be entertained by Bank.
- 6) A prebid meeting is arranged at **11:00AM on 21st, Mar. 2024** to clarify doubts of applicants which would be held in **Agricultural Finance Department, Kolkata Zonal Office**.
- 7) The cover **containing the technical bids** would be **opened at 11:00AM on 05th,Apr. 2024** at Zonal office, Bank of India, Kolkata in the presence vendor or his authorized competent representative having authorization letter and **who can take decision on the spot in any matter pertaining to their tender.** The authorized representative **should bring their identification documents in original**. The financial bids of successful bidders would be opened subsequently **the schedule for such opening would be intimated only to the successful bidders by mail or over phone**. There won’t be any communication / intimation to the unsuccessful applicants.
- 8) **Vendor is responsible for submitting all documents properly. All the pages of the bid should be serially arranged, properly stapled and signed.**
- A. Technical Bid Envelope to contain technical part of the tender paper along with the requisite documents as mentioned above.
- B. **Financial Bid Envelope to contain :**
- Quote for annual rate contract for supply , installation , commissioning of the machine, imparting training to bank staffs.
- C. **Third Envelope to contain:**
- Third envelope should contain sealed envelopes of financial and technical bid.
- 9)
- i. During the processing of the bid if it is found that any page / document / certificate is missing / the application is not serially arranged, each page is not signed , EMD & tender fee not deposited, financial part is not properly filled in such cases Bank reserves the right to accept or reject the tender application.
 - ii. No binding legal relationship will exist between any recipient / respondent and the Bank until execution of a contractual agreement to the satisfaction of Bank.
 - iii. Each recipient acknowledges and accepts that the Bank may , in it’s sole and absolute discretion, apply what ever criteria it deems appropriate in the selection of the vendor , not limiting to those selection criteria set out in this tender document.

- iv. All standard to be followed will adhere to Bureau of Indian Standard (BIS) specifications or other acceptable standards.
- v. Bank also reserves the right to accept, accept a part of the tender applicant or reject any or all the tender or without assigning any reasons for doing so to protect its interest.
- vi. Applicants are advised to keep checking the tender advertisement published in website for any corrigendum notice till the last date of the publication of the advertisement.

-S/d-

Yours faithfully,

For Bank of India

WHO CAN APPLY FOR TENDER & ELIGIBILITY CRITERIA:

- A. **Authority to submit Bids** : Only the **authorized person** of the firm or organization shall sign the BID. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. **Necessary resolutions / authority / Power of Attorney available shall be enclosed.**

In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorization letter from principal vendor, along with a commitment to fulfill the terms of tender should be submitted.

The certified photocopy of Resolutions / Authority / Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed. One firm or organisation can't quote on behalf of multiple manufactures.

Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he will not be allowed to quote on behalf of another **manufacturer along with the first manufacturer in a subsequent / parallel tender for the same.**

B. Eligibility criteria of the bidder to apply:

- i) The applicant should have atleast **(03)** three years' experience in supplying Caratometer Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India (RBI) / Corporate sectors / Jewellery houses as on 31st, August, 2023. Company / firm should submit proof of the same i.e. Purchase Order Copies of Caratometer Machines awarded to the bidder by Public Sector Banks/ Scheduled Commercial Banks in India / Reserve Bank of India / Corporate Sectors/ Jewellery houses prior to 31st, August, 2023.
- ii) The bidder should be a profit making company / firm for the last **03 financial years ending** on 31st, March, 2023 and the net worth should be positive as on 31st, March, 2023. Audited Balance Sheet along with a certificate mentioning the net worth of the company for **last 03 years** should also be attached (certified by the auditors of the company). Financials of the bidding company will be considered for determining the eligibility as per terms of Tender.

iii) **The Model being offered in the tender** should be in use in market & in india for last **01 year** as on 31.08.2023. Copy of satisfactory performance certificate of the model of the machine obtained from previous customers should be attached with full details.Purchase order copies also to be submitted to establish the same.

iv) If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should be supplying Caratometer Machines of the **same OEM** for a minimum period of **24 months** as on 31st, August.2023 that it intends to offer to Bank under this RFP.

Company / firm should submit the following documents in this regard:

- a. A valid authorization letter from the OEM to deal / market the machine inIndia.
 - b. Purchase Order copies awarded to the bidder for supply of Caratometer Machines manufactured by the OEM from Public Sector Banks/ Scheduled Commercial Banks/ Reserve Bank / Jewellery houses of India **36 months** prior to31st, August.2023.
- v) The vendor should have authorized Service Centers / base locations in **Calcutta or district adjoining it in west Bengal(address proof should be submitted)**. The technical staff engaged for the service of Caratometer Machines should be employees i.e. on the payrolls of the vendor. Outsourcing of after sales services would not be permitted.
- vi) Carrying out similar type of rate contract during last 03 years as of 31st,August.2023 as under:
- A. 03 similar rate contract of value 25Lacs each.
OR
 - B. 02 similar rate contract of value 38Lacs each.
OR
 - C. 01 similar rate contract of value 60Lacs each.

Vendor have to enclose pertinent document document to that effect.

vii) The vendor must not have been black listed/ delisted from any public sector bank or government organization for non-fulfilment of service obligations. A declaration cum undertaking confirming the same needs to be submitted. If in future Caratometer supplier found blacklisted / delisted from any public sector Banks/Schedule Commercial Banks and Reserve Bank of India. Bank has right to cancel the rate contract order at any point of time and as a penalty Bank will forfeit the Performance Bank Guarantee.

Note:Proper financials status of the bidder will be considered for determining the eligibility as per terms of RPF

The Bidder should enclose proof in support of all Pre-Qualification Eligibility Criteria while submitting the Bid Proposals. Bidders not meeting the eligibility criteria and not submitting proof of the same will not be considered for further Technical Evaluation and the Bid may be considered as technically non- responsive. Bank will not entertain any correspondence on this issue and Bank'sdecision will be final.

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

1. **Bid Opening and preliminary scrutiny:** The technical bid will be opened at **11:00A:M on 05th,Apr.2024** at Bank of India, Kolkata Zonal Office, Kolkata-700001 in the presence of intending bidders or their Representatives who may be deputed to remain present at the time of tender opening. **Only one Authorized Representative will be allowed to participate the tender opening process upon submitting the authorization letter issued by the Vendor Company as well as Identity Card.**

2. The price bids of the technically qualified bidders whose **machines are found acceptable** will be opened in the presence of the tender opening committee and the date of opening of price bids will be informed to the technically qualified bidders only. No offer can be withdrawn or modified after submission of Bids.

3. If any of the Bidders or all the Bidders, who submitted Bids, are not present during the specified date and time of opening, the Bank will proceed further with opening of the Bids in their absence.

4. The Bank will scrutinize the Bids received to determine whether they are complete in all respects as per the requirement of RFP and subsequent clarifications, whether technical specifications as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per this RFP requirements. Pre-Qualification Criteria, Technical Bid submitted by the Bidder will be evaluated based on the terms and conditions of the RFP and subsequent clarifications, if any.

5. The Bank may reject any proposal not containing all the requirements called for in various Annexures. Technical Bid must contain required/ relevant information on all the items including optional items, if any, without fail.

Bank has the right not to entertain any correspondence on any matter relating to this RFP like Technical responsiveness/ non-responsiveness of the Bidders etc. Bank's decision will be final in this matter.

6. Evaluation of Tender:

The price bids of only those **vendors whose credentials and Machine** pass qualifying criteria of tender will be opened subsequently. The date and time will be conveyed to successful bidders. Any incomplete or ambiguous representation / quotes will disqualify the offer. During the technical evaluation, Bank reserves the right for seeking clarifications / additional information / details from the responsive vendors. However, clarification/ information from the vendors without the Bank seeking for the same during the process will not be entertained. The lowest bidder would be selected based on the over all project cost i.e. the cost of 01 machine along with the tax.

7. No change whatsoever will be permitted in the technical bid after opening the same.

8. The Bank reserves the right to check each machine, before delivery through an independent Agency for compliance of stipulated parameters.

9. The applicable TDS will be deducted from the bill, before releasing the payment.

10. Some of the annexures enclosed here with need not to be filled while applying for the tender, however applicant have put seal and sign below it indicating he has gone through the annexure and accepts the terms and conditions incorporated in it. Only the successful applicant have to fill the annexures which is applicable for them afterwards.

11. The Comprehensive A.M.C contract value upon the machines which would be purchased under this rate contract is fixed by Bank and it is 08% of the tender quoted

value (excluding the tax component) by the applicant. The successful bidder to whom the contract is awarded have to undertake Comprehensive AMC at the rate mentioned above. There is no upward revision is permitted in this value. However, during the contract period if it is found that the vendor is providing similar service to others at a price lower than our contract price then vendor is bound to provide the same at that lower price.

12. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of Courts of Law in the place of the Zonal Office (Kolkata W.B).

The Zonal Manager
Kolkata Zone.

DETAILS OF THE BIDDER

1. Name of the Company:

2. Constitution of the Company:

(Proprietorship / Partnership / Pvt. Ltd. / Public Ltd. and year of establishment)

3. a) Annual turnover (Rs. In Lacs.) & average Turnover for **03yrs**:

	Financial Year	Annual Turn Over Rs.(in Lacs)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
Average annual turnover of above 03years.		

(Note: **Please enclose audited balance sheets and Profit and Loss Statement of the Company for the above 03years**)

b) Net Worth of the Company(-ve / +ve Net Worth as on 31st March):

	Financial Year	Net Worth
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

(Note: **Please enclose the CA certified copy in the report to this effect.**)

4. Machines manufactured:
(Indigenously or imported):

5. Local Address of Factory, where Machines are manufactured, with details of facilities available.

6. In case of imported machines, name and Address of Principal Suppliers (Details of arrangement to be submitted).
7. Registered Office, service center address in West Bengal.
8. Whether the machine has been installed in RBI and if yes, the details:
9. Complete details of service network in India viz. Branches/offices, Number of personnel engaged and their cell phone Number.
10. GST Number / PAN / TAN Registration No.: (Enclose photocopies)
11. Details of similar supply made up to the date of submission of Bid: (Give name of Bank / Corporate / Jewellery House ,quantity supplied, period of supply, Model. Enclose copies of satisfactory installationcertificates.)

1			
2			
3			
4			
5			
6			
7			

12. Details of the **factory trained** qualified engineers with Degree / Diploma:

13. Details of Offices/ Branches/ Service Centers in West Bengal

S r .	Place	Posta address	Contact details	Service facility available.	No. of Engineers.	Jurisdiction
1						
2						
3						

4						
5						
6						
7						

13. Give undertaking as below:

i. Empanelment with any other Bank (Pl. specify):

ii. Have your Company or Associates have undertaken any work for the Bank of India (Pl. specify with details):

iii. Have you ever been disqualified or levied penalty by Bank of India or any other Bank in India for non-fulfillment of contractual obligations. If yes, please provide details in brief.

iv. Have you ever been put on a holiday list or banned by any Public Sector Unit, if yes, please provide details.

v. Details of EMD & Tender Money: DD No.....Date.....
Amount..... Bank.....
Payable at.....

I/We confirm that to the best of my / our knowledge the information provided above is correct and I/we understand that any concealment of facts will lead to my/our disqualification at any stage of the tender by the Bank.

Date:
Place:

SIGNATURE OF BIDDER
Authorized Signatory
(With Seal)

(All details are mandatory. Wherever the space is insufficient, separate sheet may be used to furnish the details)

(TECHNICAL SPECIFICATION OF THE MACHINE)

The caratometer machine offered by the bidder should meets with the following specifications and requirements as mentioned below in the tabular format:

Sl. No.	DESCRIPTION	DESIRED SPECIFICATION
1	Type of machine	Desktop / Table top XRF Gold Testing Machine.
2	Type of technology	X-Ray Tube, X-Ray fluorescence analytical technology.
3	Detection Range	Au,Ag,Cu,Pt,Pd,Rh,Ru,Cu,Cd,Zn,Ni
4	Measurement Range	1-100%
5	Measurement Time	30- 60 Seconds
6	Working Temperature	15 -25 Digree Centrigrade
7	Relative Humidity	10-80 %
8	Measurement Scanning Area	2mm – 20 mm
9	Software Requirement.	The software application to operate and get the out put of the machine should run on Window 7 and above platform.
10	Accessories integration	The machine should be capable of integrated with computer, weighting balance and printer simluteniously.
11	Display of the result	The result should be displayed on the computer screen in readable / understandable format so that customer can understand.
12	Coating or Plating alert	Warning Alert within 05 seconds after testing starts.
13	Power requirement	230V/ 50HZ single phase / Can run on 1KVA UPS.
14	Report	Should be informative with spectrum, percentage of element with weight and carat value. The report should be generated in Excel / PDF / XML format should show purity of gold in percentage and in Carat. Also element other than gold should be mentioned in the report.
15	Focusing	The machine should have auto focusing capability.
16	Caliberation / Standardardization	Caliberation to be done during installation and shifting only . No daily caliberation.
17	Software upgratation.	The software of the machine should have provision of upgratation as and when required.
18	Radiation safety	AERB certificate regarding the radiation safety is mandatory for the model.
19	Warranty	01 years, unconditional on machine and it's accessories.

ANNEXURE –II

(Applicant need not to fill this . This is to be filled by the successful bidder while entering in to AMC contract)**

ARTICLES OF AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

ARTICLES OF AGREEMENT made this _____ day of _____ Two Thousand Twenty Four between the Bank of India, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having it's Registered Office / Head Office at Star House, G-Block, Plot No.C-5, BandraKurla Complex, Bandra (East) Mumbai -400051 and having its Zonal office at 5 B.T.M Sarani , Kolkata , W.B-700001, and any other places (hereinafter referred to as "The Bank") which expression shall include its successor or successors and assigns of the ONE PART through the authorized officer Shri. _____ (Designation).

AND

M/s. _____, having its registered office

at _____

_____, (hereinafter referred to as the

"VENDOR/ CONTRACTOR") of the OTHER PART through its authorized representative Sri _____

WHEREAS the Bank intend to enter in to **"COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 05 YEARS UNDER FIXED TERM AND CONDITION"** (hereinafter called the **"A.M.C"**). The tender of _____ has been accepted by the Bank.

AND WHEREAS the contract for **"A.M.C"** as per the specification , quantity, quality, price and other terms and condition of the tender have been signed by the parties here to and the vendor has agreed to execute the works upon and subject to the said conditions.

WHEREAS THE Vendor has deposited with the Bank **Rs. _____ /-(Rupees _____)** as **Bank Guaranty** which is renewable and remain in force during the entire contract period for the due performance of the A.M.C Agreement.

AND WHEREAS said all the scheme of **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR NEXT 05 YEARS UNDER FIXED TERM AND CONDITION** is inclusive of the tender specifications, priced schedule of quantities and conditions mentioned herein have been signed by the parties hereto and the Vendor has agreed to execute the works upon and subject to the said conditions

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the payments to be made to the Vendor / Contractor as hereinafter provided the Vendor shall upon and subject to the said conditions undertake A.M.C contract and complete the works shown upon in the tender condition etc. and such further detailed specification as may

be furnished to the Vendor by the said Bank. The Bank will pay annually to the Vendor, the Quoted _____ sum _____ of _____ Rs. _____ (Rupees _____

_____ Thousand _____ Hundred _____ and _____ only) (**hereinafter called the contract amount**) which is **08% of the tender value quoted by the vendor per machine cost excluding tax portion** and in the manner specified in the said conditions.

- 2) The rate quoted by Vendor is excluding GST. Bank would pay the GST as applicable to the vendor while releasing the payment. It is the responsibility of the Vendor to pay the GST received to Govt. authority. While releasing the final payment Bank would Vendor's bill and certificate would be issued by the Branch/office.
- 3) The job of the Annual Maintenance Contract, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto and in such cases decision of the Bank will be final.

4) **Terms and Conditions of Comprehensive Annual Maintenance Contract:**

a. This Annual Maintenance Contract (AMC) agreement shall remain in force for a period of **05 years upon signing of the same** .The tenure starts on _____ and ends on _____ .

b. The rates given is for the "**Comprehensive Annual Maintenance Contract**" of **Caratometer machine**.

c. **The upward revision of the AMC contract value is not permitted during the entire 05 years period. However, if it is found that the vendor is providing similar type of service to other customers at a lower price to that of our Bank, then the vendor have to provide the A.M.C service to us at that lower price.**

d. The Comprehensive AMC will cover the entire machine and it's accessories, inclusive of the all regular consumables & spares etc..

e. This AMC charge shall be payable by the Bank (branch) on **half yearly basis at the end of the period** subject to Tax Deduction at Sources(TDS)as per relevant provisions of Finance Act from time to time. Taxes payable by Bank as applicable would be paid while releasing the half yearly AMC charges.

f. During the AMC period, the supplier shall provide all services including **QUARTERLY PREVENTIVE MAINTENANCE SERVICE** and attending to complaints, repairing / replacing spare parts free of cost,providing stand-by machines etc. as when required.

g. During the entire contract period the vendor would upgrade / maintain the software of the machine as and when required for the effective functioning of the machine to give desired out put.

Also during this contract period the vendor have to carry out all necessary periodic service, examination,maintenance etc. to the caratometer machine supplied as per the present / future laid guideleines of the Govt. regulatory authorities and submit a copy of the report for our record / onward submission. These afore mentioned things is considered as a part of the regular maintenance job hance would be at no extra charge.

h. During AMC period, failure to expeditiously attend to the complaints or preventive maintenance **will attract the same penalty as specified for the Warranty period. Similarly in case of use of substandard material or material other than specified in the schedule of approved material Bank authority would deduct the amount which would be required to replace the defective / substandard material with material of proper quality or specification from the AMC bill.**

i. All the break down happening during the AMC contract period the vendor has to attain the same within 24hours of lodging the complaint. Where the repair time for such break down is more that 04 working days vendor have to provide a stand by machine so that the regular operation of the branch continues un interrupted.

j. All the repairing is to be carried out on site. Where ever there is necessity to take the machine to vendor's service center same is to be under taken by the **vendor at his own cost.**

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

EXECUTANTS

)

A) BANK

2)

4)

* Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

ANNEXURE -III
PERFORMANCE BANK GUARRANTY FORMAT

(Applicant need not to fill it while applying for tender . It is applicable in case of the successful bidder.)**

To,

Bank of India,

.....**Branch,**

Situated at

.....

West Bengal, Pin

Beneficiary: Bank of India

Bank Guarantee No:

Issue Date :.....

Valid up to:

Claim up to:

BG Amount- Rs.....

THIS DEED OF GUARANTEE EXECUTED ON THIS Day of by {Name of the Bank issuing guarantee} a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (**H.O. Address**) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be *repugnant to the context or meaning thereof shall include its successors and assigns.*) in favour of Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970, and having its Head office at Star House, C-5, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and one of its Branch Office, situated at.....(*hereinafter referred to as "BOI" which expression shall wherever the context so requires mean and include its successors and assigns.*).

WHEREAS a Contract Agreement (hereinafter called the "Contract") Reference No. _____ Dated _____ between BOI and M/s. _____ (herein after called the "Vendor") has been entered for supply and installation of Carratometer Machine along with AMC contract and performance guarantee tests of. (Name of the Facilities)

Whereas the Vendor has undertaken to produce a Bank guarantee under this Contract including any amendment thereto, to secure its obligations to BOI for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. In consideration of the foregoing, we(name of the bank) the Guarantor Bank do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to BOI merely on BOI's written demand, without referring it to the vendor and without protest and demur an amount not exceeding Rs._____. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

2. Notwithstanding anything to the contrary we agree that BOIs decision as to whether the Vendor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask BOI to establish BOIs claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to BOI any money so demanded notwithstanding any dispute or disputes raised by the Vendor(s)/ supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.

Bank Guarantee no. _____

Dated: _____

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and in force initially up to and the same shall be extended further until the expiry of the Annual Maintenance Contract Period of the said Contract on request of the opener or Vendor. BOI reserve its right to terminate the Guarantee by a written request for cancellation of Guarantee enclosed therewith the original Guarantee and after obtaining confirmation of written request from BOI, the Guarantor bank shall be discharged from its liabilities.
5. This guarantee shall not in any way be affected by BOI taking any securities from the Vendor or by the winding up, dissolution, insolvency or death as the case may be of the Vendor. We shall not be entitled to proceed against the assets of the Vendor at BOIs site.
6. In order to give full effect to the Guarantee herein contained, BOI shall be entitled to act as if we were BOIs principal debtors in respect of all BOIs claims against the Vendor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our Surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
7. This guarantee is in addition to any other guarantee or guarantees given to BOI by us.
8. This guarantee shall not be discharged by any change in the constitution of the Vendor or us, nor shall it be affected by any change in BOI's constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
9. The Guarantor Bank further agrees that the BOI shall have the fullest liberty without the Guarantor Bank's consent and without affecting in any manner the Guarantor Bank's obligations hereunder to vary any of the terms and conditions of the contract with the vendor and the Guarantor Bank shall not be relieved from the Guarantor Bank's obligations by reason of such variation or extension or forbearance or enforcement or any other act or omission on BOI part or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have the effect of so relieving the Bank.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ Only, and this guarantee shall remain valid up to _____, and we shall be released and discharged from all liabilities hereunder unless a written claim under this guarantee is lodged on us i.e. on or before _____, irrespective of whether or not the original guarantee is returned to us.

Date: _____
Place: _____

Important terms and their meaning:

Following terms are used in the document interchangeably to mean:

- 1. Bank, BOI means “Bank of India”.**
- 2. RFP means this “RFP document”**
- 3. Recipient, Respondent and Bidder means “Respondent to the RFP document”.**
- 4. OEMs means “Original Equipment Manufacturers”**
- 5. Tender means RFP response documents prepared by the Bidder and submitted to Bank of India.**
- 6. ‘LOI’ means “Letter of Intent”.**
- 7. Term of the Contract / Agreement shall be reckoned from the successful installation and commissioning of the last system.**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of India expects the bidder so any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

GENERAL TERMS & CONDITIONS OF THE TENDER

1. **INTERPRETATION** : In construing these terms & conditions, the specifications, and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context other wise requires.
 - i) **“Bank”**: The term shall denote "Bank of India" and any of it's employees/ representative authorized on it's behalf.
 - ii) **“Purchaser”**: The term shall denote the Bank, placing the letter of intent, and any of its employees / representative authorized on it's behalf.
 - iii) **“Tenderer”/ “Bidder”/ “Supplier”/ “Vendor”** : The term shall mean Name & address of the tenderer and their heirs, legal representatives, assigns and successors.
 - iv) **“Supply order”/ “Work”** shall mean the work or works to be done under this tender contract, as detailed in the Scope of Work.
 - v) **“Machine”** shall mean the **Desk Top / Table Top Caratometer Machines**, including all accessories such as printer, voltage stabilizer etc., which is required for the normal functioning of the machine to give the desired output and to be supplied under this contract.

i. The lowest successful bidder would be selected on the basis of the total project cost. The total project would be worked out as cost of the 01 machines along with accessories to be supplied along with their tax.

ii. The comprehensive AMC contract value for the machine is fixed by Bank which is 08% of the bid value of the applicant excluding the tax component. Under no circumstance the comprehensive AMC value would increase more than 08% percent as afore mentioned.

2. **SCOPE OF WORK**: The scope of work is annual rate contract for supply, installation, testing, commissioning of Caratometer machine in branches under Kolkata Zone and taking up comprehensive maintenance service for 05 years of the Caratometer Machines as detailed elsewhere, with comprehensive all inclusive on site warranty of 1 years.

3. **BID VALIDITY**:

The bids and the offer there in are valid for 06 months from the date of opening of the price bids. The tenders / offers submitted by the vendors including the rates quoted by them shall remain valid during the period of tender validity. The Bank however reserves the right to call the fresh quotes from other bidders at any time during the above period, if considered Necessary.

4. **PRICE**:

- i) This price of Table top / Desk Top Caratometer Machine shall include the cost of printer, voltage stabilizer **and all other necessary accessories which are required under normal working condition along with the machine to give the desired output.** The bidder shall indicate if voltage stabilizer is in-built or is to be provided as additional accessory. The prices quoted shall be deemed to include **all taxes and duties, local levies in the country of origin and shipment, packing, freight from the factory to the destination site, insurance, handling, clearing charges etc. and all taxes and duties in India** (except GST and Octroi / Entry tax, if any), installation and commissioning. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

GST, Octroi will be payable on actual on production of documentary evidence of payment, wherever applicable. The vendor should clearly provide the goods / cost

component on which GST will be applicable and the service component on which GST will be applicable. GST will not be payable for the same amount / component if not claimed in bill.

- ii) **The rate contract price of machine is inclusive of one year all comprehensive on site warranty i.e. 12 Months from the date of installation and successful commissioning of the equipment at the branches.**
- iii) In case there is a change in the Government norms, taxes etc. after placing of the order and before presentation of invoices to the Bank, whichever is later, the same shall be borne by the supplier.
- iv) Price quoted shall remain firm for acceptance during the validity period stated in the General Information and Instructions to Bidders.

5. BID CURRENCY AND PRICES:

The offer must be in **Indian Rupees only** and applicable tax. AMC charges shall also be in Indian Rupee. GST on AMC will be paid separately at the prevailing rate during the period of AMC. GST Tax will be payable on actual on production of documentary evidence of payment, wherever applicable.

The vendor should clearly provide the goods / cost component on which GST will be applicable and the service component on which GST will be applicable.

6. SECURITY DEPOSIT:

The total security deposit comprises of earnest money deposit (EMD) i.e., Rs.25,000/- (Twenty five thousand only) which is taken at the time of applying for the tender, initial security deposit (ISD) i.e, Rs.50,000/- (Fifty thousand only) at the time of awarding the contract and Retention money deducted from each payment of the machine procured.

Retention money to be deducted from each and every payment of the machine by the respective branches while making the payment for the machine received at their end. The retention money deducted by branch would be 10% of the contract value of the each machine. This retention money deposit would be kept at the respective branch till completion of the warranty period of the machine supplied in the branch. The Retention money would be released to the vendor by branch upon receipt of the Performance Bank Guarantee at their end.

EARNEST MONEY DEPOSIT (EMD) & INITIAL SECURITY DEPOSIT: The tenderer will have to deposit Earnest Money to the extent and in the form detailed in the Notice Inviting tender and General Information and Instructions to the Bidders. If a Tenderer withdraws or unilaterally modifies its tender during the period of Tender validity, or in case a successful bidder fails to accept Letter of Intent (LOI), the Earnest Money Deposit will be forfeited. EMD of successful tenderer will become a part of the **INITIAL SECURITY DEPOSIT**. EMD of unsuccessful tenderers will be refunded on finalization of the tender or after expiry of the validity of the offer. **Applicant seeking waiver of EMD on behalf of MSME registration have to enclose the copy of the said registration certificate.**

- 7. **INITIAL SECURITY DEPOSIT (ISD)** as per this tender term is Rs.50,000/- (Fifty thousand only). The successful applicant have to deposit this amount with Bank before contract is awarded to him. It would be refunded after the retention money deducted from payment of the last machine purchased during this contract period. E.M.D deposited by the successful bidder would become a part of the ISD and the successful bidder have to deposit remaining amount to make up the ISD amount of Rs.50,000/-. If the successful bidder had taken an exemption of EMD in lieu of the MSME / Udyog Adhar then he have

to deposit Rs.50,000/- as ISD. No interest shall be allowed on the ISD.

8. RETENTION MONEY DEDUCTED FROM PAYMENT:

While making the final payment by any branch for the machine (after successful supply ,installation, commissioning and imparting training to Bank officials) retention money would be deducted @10% as mentioned in clause no.6 above. Retention money kept at branch end would be released after the successful completion of warranty period and submission of the performance bank guaranty by the vendor.

9. PAYMENT TERMS:

All the payment regarding the machine supplied at any branch would be made by the respective branch. Payment to the vendor is broadly divided in to two parts which is as under :

(i) Payment for supply and installation of the machine:

The Bank will not pay any advance for supply of the machines. All payments will be made by the respective branch after delivery of the machines and the stages of the payment would be as under:

80% of the Cost of the contract value after supply, installation and commissioning of the machines.

10% of the Cost of the contract value after imparting training to the staff regarding operation of the machine.

10% of the Cost of the contract value after completion of the warranty period and after submission of Bank guaranty.

(ii) Payment during A.M.C Contract Period:

The A.M.C charge payment would only commence **after respective branch enters in to A.M.C contract with the vendor** . The the payment would not be advance in nature. It would be done by the branch on **half yearly basis after vendor renders a satisfactory service**. This annual maintenance contract cost would remain same for the 05years. There won't be any upword revision in it.

10. BANK GUARRENTY:

The vendor upon expiry of the warranty period for the machine supplied at any branch has to submit a **bank guaranty of value 10% of his quoted price (excluding the tax component)** for the due performance of the AMC contract till the completion of the entire AMC period. **This Bank Guaranty is to be submitted at respective branches.**It is the sole responsibility of the vendor to keep the Bank Guaranty renewed upon it's expiry during the tenure of the AMC period.

11. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT & CHARGE:

The **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT COST** for the caratometer machine is fixed @ 8% of the total project cost (quoted by the applicant) **excluding the tax component**. Taxes as applicable on the AMC value would be paid extra. This contract price is applicable every year during the entire contract period of 05 years and upword revision on the same is not applicable during the contract period of 05 years. However,during this period if it is found that the vendor is providing similar service at a lower price to others then he is bound to provide the same at that price to us.

- (ii) This Comprehensive Annual Maintenance Contract (AMC) agreement for each machine shall remain in force for a period of 05 years upon signing of the same .
- (iii) This AMC would commence immediately after the expiry of the warranty period of one years in case of each machine.This Comprehensive AMC will cover the entire machine and it's accessories, inclusive of the all regular consumables & spares.
- (iv) The vendor shall sign a "Comprehensive Annual Maintenance Contract agreement " with the Branch (before the expiry of warranty period), in the format attached (**Annexure IV**). Failure of signing the AMC contract before expiry of warranty period on the part of the vendor will lead to invoking of the Bank guarrenty.
- (v) This AMC charge shall be payable by the Bank (branch) on **half yearly basis at the end of the period with** Tax Deduction at Sources(TDS)as per relevant provisions of Finance Act from time to time. GST payable by Bank as applicable would be paid while releasing the AMC charges.
- (vi) Under this AMC contract , the supplier shall provide **Quarterly PREVENTIVE MAINTENANCE SERVICE** and attending to complaints, repairing / replacing spare parts free of cost,providing stand-by machines etc. as when required. During AMC period, failure to expeditiously attend to the complaints or preventive maintenance **will attract the same penalty as specified for the Warrantyperiod.**

Similarly in case of use of substandard material or material other than specified in the schedule of approved material Bank authority would deduct the amount which would be required to replace the defective / substandard material with material of proper quality or specification from the AMC bill.

- (vii) All the break down happening during the AMC contract period the vendor have to attain the same within 24hours of lodging the complaint. Where the repair time for such break down is more that 04 working days vendor have to provide a stand by machine so that the regular operation of the currency chest continues un interrupted.
- (viii) All the repairing is to be carried out onsite. Where ever there is necessity to take the machine to vendor's service center same is to be under taken by the **vendor at his own cost.**
- (ix) **During the entire contract period the vendor would upgrade the software of the machines (which may be required time to time) with out any cost to facilitate un interrupted service for proper working of the caratometer machine.**
- (x) **During this contract period the vendor have to carry out all necessary periodic service, examination,maintenance etc. to his machine supplied as per the present / future laid guidelines of the regulatory authorities and submit a copy of the report for our record / onward submission. These afore mentioned things is considered as a part of the maintenance job hance would be at no extra charge.**

12. UPGRADATION

The supplier confirms that the machine is adaptable to upgradation of software time to time.

13. DELIVERY & LIQUIDATED DAMAGES:

- i) The machines is to be installed and commissioned within **15 (fifteen)** days of delivery at the respective branches. Various parameters set out by the Bank and duly committed by the supplier, while participating in the tender process, shall be demonstrated after installation. In case the machine does not function properly during the installation / demonstration and within 01month of the installation the same **shall be immediately replaced** with a new machine **which is prejudice** .
- ii) In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order.
- iii) If the supplier fails to deliver the machines as above and in the event of such cancellation, the E.M.D shall stand forfeited and the supplier shall not be entitled to any compensation.
- iv) The Bank, at its sole discretion, decides to accept the delayed supply of any machine(s), liquidated damages@0.5%of costof the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and all the cost of transportation and other cost there on shall be borne by the supplier.
- v) The decision of the Bank in regard to full or partial cancellation of the Purchase Order, cancellation of the AMC contract, levy of liquidated damages and forfeiting the Performance Guarantee shall be final and binding on the vendor.

14. INSTALLATION

- i) The branches under Kolkata Zone are spread over Kolkata & North 24 Parganas Districts.
- ii) The supplier shall arrange at its' cost for the transportation and delivery of the machines and accessories to the different branches under Kolkata Zone . No extra charge would be paid for the same.
- iii) Installation and commissioning of the machine to the satisfaction of the Bank is the responsibility of the vendor.
- iv) Any damage to existing structure, fixtures or fittings during the installation shall be made good by the supplier at his own cost.

15. WARRANTY

The machines supplied at a branch shall be under supplier's comprehensive, all inclusive on site warranty for a period of 01 years from the date of satisfactory installation and commissioning. During this period, the supplier shall ensure that the machines shall at all-time be kept in efficient and satisfactory working condition by undertaking appropriate preventive maintenance at bi-monthly intervals and monitoring the performance of the machines.

- i) During the warranty period the supplier shall, at his own cost, replace any defective parts, rectify/remove any defects in material components, workmanship and functioning that may occur under normal use and provide consumables free of cost to the Bank.
- ii) Any malfunctioning or breakdown of the machine or shortfalling in its performance will be intimated to the supplier by the Bank and supplier shall attend to the fault and rectify the same most expeditiously within 48hrs.

- iii) If the machine cannot be made serviceable either by repair or by replacement and put back the system in to regular operation within 07days a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of “1,000/- (Rupees one thousand only)” per day would be recovered from the retention money kept with us.
- iv) The preventive maintenance of the machine is to be carried out Quarterly. Engaging services of any third party (including supplier's subsidiaries, associates, sister concerns etc.) by the supplier for providing maintenance support will not be accepted. The Engineers/technicians of the Supplier alone shall carry out preventive check-up and maintenance.
- v) **During this warranty period the vendor have to carry out all necessary periodic service, examination, maintenance etc. to his machine supplied as per the present / future laid guidelines of the regulatory authorities and submit a copy of the report for such periodic service for our record / onward submission. These afore mentioned things is considered as a part of the maintenance job hence would be at no extra charge.**

16. TECHNICAL SPECIFICATIONS AND PHYSICAL TESTING OF THE MACHINE :

The machines shall comply to the technical specification mentioned in the tender paper. Those applicant whose credential qualify our criteria would be informed. They have to bring their machine to a branch or Zonal Office for physical verification and real time testing of the machine. The machine who qualify the physical verification round or realtime testing would qualify the technical round. Bank won't pay any kind of expenses to ther vendor with regard to bringing their machine for physical verification.

17. ORDER CANCELLATION.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / nonperformance of the contract:

1. Fails to accept the purchase order within the specified time.
2. Fails to sign the agreement within the specified time.
3. Fails to deposit the Security deposit / performance guarantee within the specified time.
4. Delay in delivery beyond the specified period.
5. Partial Delivery.
6. Serious discrepancies noted in the items delivered.
7. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards nonperformance/noncompliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of machines not delivered, defective machines.

18. RESOLUTION OF DISPUTES.

All disputes and differences of any kind whatsoever, arising out of or in connection with this offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the

other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, **Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Kolkata, INDIA.**

19. JURISDICTION

The Purchase Contract / Annual Maintenance Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the **Courts in Kolkata, India.**

LETTER OF OFFER / TENDER

To,
The Zonal Manager,
Bank of India,
Kolkata Zone,
5. B.T.M Sarani, Kolkata.

Dear Sir,

Having examined the tender conditions, specifications and schedule of quantities relating to the rate contract for supply order and subsequent under taking A.M.C for 05 years (after completion of the warranty period) specified in the memorandum hereinafter set out and having supply order specified in the said memorandum and having acquired all the informations relating thereto as affecting the execution of the supply order. I / We hereby offer to execute the project specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, and instructions referred to in the Conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of work	: Proposed Rate Contract for Supply , Installation , Testing , Commission-ning of Caratometer Machine in branches , imparting trainingning to the end user and taking up A.M.C contract for 05 years under fixed term and condition.
Estimated cost of the annual contract	: 75.00 Lakhs.
Time period for contract	: 01 year from award of the contract.
Earnest Money Deposit (EMD) for tender	: Rs.25,000./- (by Pay Order/ D.D)
Bank guaranty	: 10% of the Contract Value of tender for 05years.
Warranty Period	: 12 Months from date of commissioning of the Machine/ of certified final bill by branch
Liquidated damage	:

**: 5% of the Contract Amount per
Week of delay subject to a maximum TWO
Weeks' delay plus penalty of 5%making
a total of 15% of actual project cost upon
withdrawal of work order.**

Should this application be accepted, I/ We hereby agree to abide by our tender / offer and fulfill the terms and provisions of the said set of Conditions of Contract, Specification of material annexed hereto so far as they may be applicable or in default thereof, sign the AMC contract after completion of warrenty period given in the application form, give unconditional right to invoke the Bank Guaranty provided by us.

I / We have deposited a sum of Rs. 25,000/- as Earnest Money.

**Place: Signature:
Date: Name & Designation:
Organization:**

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ **Two**

Thousand Twenty _____ between the Bank of India, a body corporate Constituted under the **Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970** and having its **Registered Office / Head Office at Star House, G-Block, Plot No.C-5, BandraKurla Complex, Bandra (East) Mumbai -40051** and having its **Zonal office at 5 B.T.M Sarani , Kolkata , W.B-700001**, and any other places (hereinafter referred to as **"the Bank"**) which expression shall include its successor or successors and assigns of the ONE PART through the authorized officer Shri. _____ (Designation).

AND

M/s. _____, **having its registered office**

at _____

_____, **(hereinafter referred to as the**

"VENDOR/CONTRACTOR") of the OTHER PART through its authorized representative **be retained**. Sri _____ .WHEREAS the Bank has floated a tender for carrying out **" PROPOSED ANNUAL RATE CONTRACT FOR SUPPLY , INSTALLATION , TESTING , COMMISSION OF A CARATOMETER MACHINE , IMPARTING TRAINING TO THE END USERS AND TAKING UP A.M.C CONTRACT FOR 05 YEARS UNDER FIXED TERM AND CONDITION IN BRANCHES UNDER KOLKATA ZONE"**(hereinafter called the **"RATE CONTRACT"**).The tender of _____ has been accepted by the Bank.AND WHEREAS the **" ANNUAL RATE CONTRAT FOR SUPPLY "** as per the specification , quantity, quality, price and other terms and condition of the tender have been signed by the parties here to and the Vendor has agreed to execute the works upon and subject to the said conditions.

WHEREAS THE Vendor has deposited with the Bank **Rs.25,000/- (Twenty Five Thousand only)** as Earnest Money Deposit (E.M.D) for the due performance of the Agreement.

AND WHEREAS said all the scheme of rate contract for **supply,installation,testing, commission of a carratometer machine , imparting training to the end users and taking up A.M.C contract for 05 years after warranty period under fixed term and condition**is inclusive of the tender specifications, priced schedule of quantities and conditions mentioned herein have been signed by the parties hereto and the Vendor has agreed to execute the works upon and subject to the said conditions

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the payments to be made to the Vendor as hereinafter provided the Vendor shall upon and subject to the said conditions execute and complete the works shown upon in the tender condition etc. and such further detailed specification as may be furnished to the Vendor by the said Bank. The Bank will pay to the Vendor on item rate basis, the Quoted sum of Rs. _____ (Rupees _____ Lakhs

_____ Thousand _____ Hundred _____ and _____ only) (**hereinafter called the contract amount**) and in the manner specified in the said conditions.

- 2) The rate quoted by Vendor is excluding GST. Bank would pay the GST as applicable to the vendor while releasing the payment. While releasing the final payment Bank would deduct Tax (TDS) and deposit the same to Govt. For the TDS deducted from Vendor's bill and certificate would be issued by the Branch/office.
- 3) The job of the Supply order, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto and in such cases decision of the Bank will be final.
- 4) The said contract comprises the proposed **annual rate contract for supply, installation, testing, commission of Carratometer machine, imparting training to the end users and taking up A.M.C for 05years after Warranty period in branches under Kolkata Zone.**

Notwithstanding what are stated in the tender specifications and conditions hereinabove stated, the Bank through the "Tender Committee" reserve to himself the right to alter the schedule/ quantity and specification of the material / item to be supplied and adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract

5) **Clause of liquidated damage:**

You have to complete the said work within 15days of receipt of work order. In case you are unable to complete the same due to any reason which is solely due to you then clause of liquidated damage would be enforced. The Bank would deduct liquidated damage @5% per week or a part there of for the delay subject to maximum of 2weeks after which the contract will be terminated. In that case payment for any work executed by the vendor would be made after deducting 10% penalty for delay period & additional 5% for not completing the work. Furthermore his E.M.D would be forfeited.

6) **Annual Maintenance Contract:**

a. This Annual Maintenance Contract (AMC) agreement shall remain in force for a period of 05 years upon signing of the Contract .

b. The vendor has to take up the "**Comprehensive Annual Maintenance Contract**" (AMC) for **(05) five years with annual contract price of @8% of his quoted value (Excluding the tax component)** . This AMC would commence immediately after the expiry of the warranty period of one years. The Comprehensive AMC will cover the entire machine and it's accessories, inclusive of the all regular consumables / spares.

c. The vendor shall sign a separate "Annual Maintenance Contract agreement " with the Bank (before the expiry of warranty period), in the format attached (**Annexure IV**), for a period of 05 years for satisfactory comprehensive maintenance of the machines. Failure of signing the AMC contract before expiry of warranty period on the part of the vendor will lead to invoking of the Bank guarrenty.

d. This AMC charge shall be payable by the Bank (branch) on **half yearly basis at the end of the period** subject to Tax Deduction at Sources(TDS)as per relevant provisions of Finance

Act from time to time. Taxes payable by Bank as applicable would be paid while releasing the half yearly AMC charges.

e. This annual AMC contract cost is fixed for entire duration of 05years.**There won't be any escalation in AMC charges permitted during the AMC contract period of 05 years.**

f. During the AMC period, the supplier shall provide all services including **Quarterly PREVENTIVE MAINTENANCE SERVICE** and attending to complaints, repairing / replacing spare parts free of cost,providing stand-by machines etc. as when required. During AMC period, failure to expeditiously attend to the complaints or preventive maintenance **will attract the same penalty as specified for the Warrantyperiod.Similarly in case of use of substandard material or material other than specified in the schedule of approved material Bank authority would deduct the amount which would be required to replace the defective / substandard material with material of proper quality or specification from the AMC bill.**

g. During the entire contract period the vendor would upgrade the software of the machine with out any cost to facilitate proper shorting of currency notes and detection of forged notes. **Also the vendor have to carry out all necessary periodic service, examination,maintenance etc. to his machine supplied as per the present / future laid guidelines of the regulatory authorities and submit a copy of the report of such service for our record / onward submission. These afore mentioned things is considered as a part of the maintenance job hance would be at no extra charge.**

h. All the break down happening during the AMC contract period the vendor has to attain the same within 24hours of lodging the complaint. Where the repair time for such break down is more that 04 working days vendor have to provide a stand by machine so that the regular operation of the currency chest continues un interrupted.

i. All the repairing is to be carried out onsite. Where ever there is necessity to take the machine to vendor's service center same is to be under taken by the **vendor at his own cost.**

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

1)

2)

3)

4)

EXECUTANTS

A) BANK

B) VENDOR

* Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

DOCUMENT SUBMISSION CHECK LIST:

Applicants are instructed to **put tick mark** against the documents they have submitted along with the application form.

A.	Technical part of the tender document properly stamped and signed on each and every Page (Unsigned documents may be rejected).	
B.	DD/Pay Order towards the cost of tender document (Vendor should write the name of his company on the reverse of the DD/ pay order).	
C.	DD/ Pay order towards EMD. (Vendor should write the name of his company on the reverse of the DD/ pay order).	
D.	Applicants registered as MSME / NSIC / Udyog Aadhar Scheme or registered with Central Purchase Organization as defined in MSE Procurement Policy are exempted from depositing cost of EMD, provided they attach self-attested copy of the relevant certificate.	
E.	GST Registration certificate of the company.	
F.	All the supporting documents in respect of pre-qualification criteria as mentioned in the tender documents.	
G.	Any document indicating the features of the product such as user manual, technical specifications sheets etc.	
H.	List of area wise service center in west bengal.	
I.	Latest details regarding the service network throughout the country.	
J.	Authorisation letter from the company to the applicant.	
K.	Copy of last three financial years audited balance sheets and Profit & Loss account statement & last 3 years Net worth certificate of the company duly certified by a Chartered Accountant.	
L.	Copy of proof that machine of the same model is in use for the last one year as per minimum qualification criteria.	
M.	Stamped undertaking about "taking up the AMC contract" of the machines at least for Five Years after completion of warranty period of one years.	
N.	Manufactures Authorization Form (MAF) signed by authorized person of the bidder.	
O.	The OEM / Applicant should submit copy of supply orders along with satisfactory Installation report from the users.	
P.	A declaration cum undertaking confirming the vendor not have been blacklisted / delisted from any public sector bank or government organization for non-fulfilment of service obligations.	
Q.	Purchase Order Copies of supply order awarded to bidder by Public Sector Banks/ Scheduled Commercial Banks in India / Reserve Bank of India prior to 31/08/2023	

(This price bid is to be submitted in a separate envelope superscribed as “ financial bid”. Submission of the same in the technical bid packet would lead to disqualification)

PRICE BID

UNIT RATE OF CARATOMETER MACHINE UNDER ANNUAL RATE CONTRACT FOR SUPPLY, INSTALLATION, TRAINING, COMMISSIONING AND MAINTENANCE OF CARATOMETER MACHINE

Type of Machine (Model / Brand name): -----

		Unit	Rate (Rs.)	GST(Rs.)	Total Amount (Rs.)
A	Price per caratometer machine including supply installation, testing commissioning and imparting training to users.	01Nos.	/Per machine		

I have gone through all the details of the tender paper, terms and condition and specification etc. I agree to accomplish the project in my above mentioned rate contract price abiding by all the terms condition and specification of the tender paper.

SEAL OF THE COMPANY / FIRM

SIGNATURE OF THE BIDDER

Place:
Date: