



ग्रामीण बैंक ऑफ आर्यावर्त

GRAMIN BANK OF ARYAVART

(भारत सरकार, उत्तर प्रदेश सरकार एवं बैंक ऑफ इंडिया का संयुक्त उपक्रम)

प्रधान कार्यालय: ए -2/46, विजय खण्ड, गोमती नगर, लखनऊ-226010

Head Office: A-2/46, Vijay Khand, Gomti Nagar, Lucknow-226010

G.M.O. CENTRE POINT, ALIGARH - 202001

Phone: 0571-2409240 Fax: 0571-2401002

Ref No. GMO/A&S/AK/2018-19/01

Date: 28.02.2018

Tender Notice

Sub: Comprehensive Onsite Maintenance Contract for maintenance of 164 Online UPS Of 2.0 KVA and 10.0 KVA installed in the Branches/Offices of the Bank in various districts

Calling for quotations/Sealed Tenders

1. Sealed tenders are invited from the reputed manufacturers/companies/firms for comprehensive Onsite Maintenance of 159 Online UPS of 2.0 KVA & 05 of 10.0 KVA installed in the branches/Offices in Agra, Aligarh, Etah & Hathras districts.

- Interested eligible Bidders may obtain further information from and inspect the bidding document at A&S department of Gramin Bank Of Aryavart, GMO Centre Point Aligarh 202001
- The bidding document may be obtained from and the bid should be submitted to the A&S Dept of Gramin Bank Of Aryavart, GMO Centre Point Aligarh 202001

Date of RFP	28.02.2018
Last Date and time for receipt of Bids	12.03.2018 (upto 3:00p.m.)
Date and time of Opening of Technical Bids	12.03.2018 (at 4:00p.m.)
Earnest Money Deposit (EMD)	Rs. 25000.00 (Twenty Five Thousand only)
Date & Time of Opening of Financial Bids	26.03.2018 (upto 4:00p.m.)
Address for Communication	A&S Dept GRAMIN BANK OF ARYAVART GENERAL MANAGER'S OFFICE 18B, NIRANJAN PRIYA DHAM CENTRE POINT, ALIGARH-202001

- The Bidding Documents may also downloaded from our WebSite- www.aryavart-rrb.com
- Gramin Bank of Aryavart reserves the right to accept or reject in part or full any or all the offers without assigning any reason thereof.
- Prospective bidders are requested to send their queries to email Gmco.ansit@gba-rrb.com latest by 12.03.2018 up to 3.00 p.m. to seek clarification, if any, in respect of Bid Submission.

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2. **Eligibility Criteria:** The firms /Companies fulfilling the following terms and conditions may submit their bids in a sealed envelop super-scribed as “ **Tender for comprehensive AMC of 164 Online UPS** “ address to the **General Manager, Gramin bank Of Aryavart , A&S Dept , GMO Aligarh Centre Point Aligarh 202001.**

- a) The eligible bidder must have service centers in UP. The bidder should have an annual turnover of Rs. 1.00 crores or above from service/maintenance of online UPS. Audited balance sheet of last three financial years should be enclosed.
- b) The firm / Companies should have at least 3 years' experience of under taking Comprehensive AMC contract of Online UPS in PSU Banks/ Financial Institutions.
- c) The bidder should submit a certificate in support of ISO 9001:2008 (Quality Management System) in support of Certification of Services.
- d) The bidder should submit to the Bank a latest Solvency Certificate, not older than 6 months, in original from their Bankers, certifying that the bidder is solvent to the extent of Rs. 25 lakhs and more.
- e) Not fulfilling any criteria listed in Eligibility criteria shall lead to direct disqualification and no further correspondence shall be entertained.

3. **Guidelines for submission of Bids:** The tender are to be submitted under 2 bid system i.e., Technical Bid and Financial Bid. The technical/commercial bids should be in two separate sealed covers clearly marked as '**TECHNICAL BID**' and '**FINANCIAL BID**'.

The bid has to be accompanied by an **Earnest Money Deposit (EMD) of Rs. 25000/- (Rupees Twenty Five Thousand only)** in the favor of a demand draft or payslip in favor of Gramin Bank Of Aryavart, Payable at Aligarh. Such Draft/ Payslip should be in separate third cover marked as '**EARNEST MONEY DEPOSIT**'. Please note importantly Demand Draft or Payslip of 'EARNEST MONEY DEPOSIT' must not be kept inside 'FINANCIAL BID' cover/envelop.

- a) The **TECHNICAL BID** should include the name and address of the firm/company , annual turnover, details of past experience and the offices where they performing such duties along with the supporting documents/ certificates/ balance sheets. Technical Bid should not contain any commercial quotes.
- b) The **FINANCIAL BID** should contain the rates for Onsite comprehensive AMC of UPS.
- c) The Bank reserves the right to reject any or all the tenders without assigning any reasons.
- d) The sealed tenders must be submitted by 12.03.2018 up to 3.00 p.m. The technical tender will be opened on 12.03.2018 at 4.00 p.m.by tender committee at Gramin bank Of Aryavart, General Manager Office, Centre Point Aligarh 202001

4. Terms & Conditions for Maintenance Services:

- 1) The maximum response time for a maintenance complaint (i.e. time required for supplier maintenance engineer to report to the installations after a request call/ Telegram/Fax/E- mail is made or letter is written) shall not exceed 8 hours (Eight) from the receipt of such communication in case the Service Centre is situated at the same location where the UPS Systems are installed and One Day in other cases.
- 2) Service Provider shall deploy an engineer to attend the call/complaint within 4 hours of logging the same for the local branches/offices located within the radius of 25 K.m .of District Head Quarters and within 24 hours for rest of the branches/offices. The complaint must be resolved within 24 hours for local branches/offices and 48 hours for remote branches/offices including any repairs for replacement, **failing which penalty of Rs. 500.00 per working day per UPS** will be payable by the Service Provider.

Contd..3



The amount of penalty will be recovered from Annual Maintenance Charges and /or by lodging a claim against the Service Provider as the case may be. In the event of maintenance charges amount not sufficient to set off the liability of the Service Provider under this head the Bank shall be at liberty to proceed against the Service Provider for recovery of the balance as may be advised.

3) **Performance Security:**

3.1) Within 07 days of the award of purchase order the service provider shall furnish to the Bank the performance security for an amount equivalent of 10% of AMC Contract Amount of advance valid upto 60 days after the date of completion of performance obligation of contract.

3.2) The Bank shall at liberty to set of /adjust the process of the performance security towards the loss if any suspend due to the service provider failure to complete its obligations under the contract . This is without prejudice to the Bank's right to proceed against the service provider in the event of the security being not enough to fully cover the loss/damage.

3.3) The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank Guarantee issued by a reputable Bank in India,
or

(b) A Banker Cheque/Demand Draft favouring **Gramin Bank of Aryavart**.

3.4) The performance security will be discharged by the Bank and return to the supplier not later than 30 (Thirty) days following the date of completion of service provider performance obligations under the contract. However period of contract (subject to satisfactory AMC services) may be extended for further 01 (One) year period as per discretion of Bank.

4) **PAYMENT FOR AMC:** The annual Maintenance charges shall be paid in equal Half Yearly installments within 15 (Fifteen) days from the date of completion of respective Half Yearly period subject to satisfactory services rendered.

Further provided that Bank may, during the period of AMC, shift the ONLINE UPS wholly or in parts to other locations within the Bank's area of operations in such case the Service Provider under takes to continue to maintain the ONLINE UPS at their new location without any other additional cost of Bank.

5) **Contract Amendments:** No variation in or modification in terms of the Contract shall be made except by written amendments signed by both the parties.

6) **Assignment:** the Service provider shall not assign, in whole or in parts, its obligations to perform under the contract, except with the Bank's prior written concern.

7) **Sub-Contracting:** THE SERVICE PROVIDER will not sub contract or permit any one other THE SERVICE PROVIDER 'S personnel to perform any of the work, services or other performance required of THE SERVICE PROVIDER under this agreement without the prior written consent of BANK.

8) **ONLINE UPS maintenance:** The Service Provider will accomplish preventive and break down maintenance activity to ensure that all UPS Systems execute without defect or interaction for atleast 98% up time for 24 hours a day, 7 day a week of operation of the machine work on a quarterly basis.

9) Cost of all repairs that are replaced in the UPS System will be covered under this AMC except high value capacitors if age of capacitors are more than 5 years.



- 10) All repairs and maintenances service shall be performed by qualified maintenance engineer totally familiar with the equipments. Service Provider shall ensure availability of sufficient spare /engineers.
- 11) In case of any equipment going bad beyond repairable condition and the same to be replaced permanently. The Service Provider has to replace the equipment of same make/Model or of higher configuration. However the Bank may accept different Make/Model configuration at its discretion if the original make/ Model /configuration are not available in the market due to also obsolescence or technological up-gradation. Stoppage of the production of the same make/ Model / Configuration by the supplier/Manufacture or cessation/winding up the manufacture. The price profit if any gained in the process by THE SERVICE PROVIDER, has to be passed on to the BANK.
- 12) **Security:** The Service Provider and Its personnel will at all times comply with all security regulations in effect from time to time at BANK premises and externally for material belonging to BANK.
- 13) **Equipment Attachment:** Bank shall have right to make changes and attachment to equipment, provided such changes or attachment do not prevent proper maintenance from being performed or unreasonably increase the Service Provider 's cost of perform in repair and maintenance service.
- 14) **Arbitration:** If any dispute or difference on any kind shall arise between BANK AND SERVICE PROVIDER in connection with or arising out of this agreement. It shall be settled through correspondence and mutual consultation at the parties hereto within sixty days, if it is not settled, the same will be referred to the Chairman of BANK, whose discussion will be final on the matter and the same is binding on the parties herein.
- 15) **Termination for Default :**
 - 15.1) 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 parts if the a supplier fails to perform any other obligations under the contract.
 - 15.2) 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, Online UPS and service similar to those undelivered, and the supplier shall be liable to the Bank for any excess costs for such similar Online UPS or Services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 16) **Force Majeure:**
 - 16.1) Notwithstanding the provision of T&C the service provider shall not be liable of for future of performance security, liquidated , damages, or termination for default if and to the extend that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
 - 16.2) For purpose 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 act of the Govt. in its sovereign capacity, wars or revolutions, fires,floods,epidemics,quarantine restrictions, and freight embargoes.
 - 16.3) Is 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.



17) **Bank's Right to Reject any or All Bids:**

The Bank reserve 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.

18) The Bank reserves the right to terminate the agreement, If the vendor fails to carry out any of its obligations/duties in terms of agreement.

19) The Bank shall not consider any request in change of rates of CAMC due to any reason whatsoever, during the period of contract.

20) The final list of each UPS with their location will be provided by the bank at the time of Agreement. Final quantity of UPS may increase or decrease.

21) The Bank is fully empowered to change any of these conditions, if wanted, at any point of Time.

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

**GRAMIN BANK OF ARYAVART
GENERAL MANAGER'S OFFICE
18B, NIRANJAN PRIYA DHAM
CENTRE POINT, ALIGARH-202001**

Details of UPS are as follows:-

Sl. No.	UPS CAPACITY (Make NUMERIC)	YEAR OF PURCHASE/SUPPLY	TOTAL NO. OF UPS	OLD (YRS)
1.	2 KVA (96 v)	2010	16	07
2.	2 KVA (96 v)	2011	24	06
3.	2 KVA (96 v)	2012	06	05
4.	2 KVA (96 v)	2013	113	04
	TOTAL (2 KVA)		159	
6.	10 KVA (240 v)	2010	03	07
7.	10 KVA (240 v)	2012	02	05
	GRAND TOTAL		164	

(Total no. of UPS under AMC may be increased or decreased as per Bank's requirement)

Yours faithfully


(Anil Kumar)
Chief Manager



DECLARATION

(To be submitted in Letter Head)

(To be included in Technical Bid envelope)

I/We have read the instructions appended and all terms and conditions and I/We understand that if any false information is detected at a later date any future contract made between ourselves and **Gramin Bank of Aryavart** on the basis of information given by me/us can be treated as in valid by the **Gramin Bank of Aryavart** and I/We will be solely responsible for the consequences.

I/We agree that the decision of **Gramin Bank of Aryavart** in selection of Service Provider will be final and binding to me /us.

All the informations furnished by me here-under are correct to the best of my knowledge and belief.

I/We agree that I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets.

I/We agree that I/We have not applied in the name of sister concern for the subject process.

Place:

Signature with Seal

Date:

**Name and designation
(Authorized Signatory)**



(To be submitted on Bidders Official Letter Head)
(to be included in Technical Bid Envelop)

ORGANIZATION DATA

(To be provided by the Bidders enclosing relevant documents in support to have complied with the eligibility criteria to Technical Bid)

A. Name of Organization :

B. Registered Head Office Address with PIN :

Local Office address with PIN :

Telephone No. :

Mobile No. :

E-Mail ID :

C if you are rendering similar services to other Banks and other financial institutions, furnish details:

D. What is your field of activities ? Mention the fields on preference basis :

E. Experience /Details of Executed works :

Give details of the similar type of work executed during the last three years with following details

1. Name of work and location :

2. Client's name and address :

3. Total tendered cost of work (Agreement No. & Date) :

4. Brief description of work including principal features and main items of work :



5. Period of services :

(a) Originally

(b) Renewal time, if any

6. Were there any penalties/fine/stop-notice/compensation/liquidated damages imposed ? (Yes or No) if yes give amount and explanation)

7. Details of litigations/arbitration case, if any pertaining to work completed.

8. Attach client's certificate with copy of work order, agreement clearly stating the value, scope and details of work.

9. Details of Technical Staff in

Sr. No.	Name	Qualification	Post Held	Experience

Seal & Signature of the Tenderer

Date :

Place :



Proposal Form (Price Proposal)
(To be included in Price Proposal Envelop/Financial Bid Envelop)

Date :

To :

The General Manager,
Gramin Bank of Aryavart (A&S Deptt).
GMO, Aligarh 202001

Sir,

**RE : Request for proposal for Comprehensive Annual Maintenance Contract of the 164 Online
UPS of 2.0 & 10.0 KVA.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledge, we, the undersigned, offer to carry Comprehensive Annual Maintenance Contract, in conformity with the said Proposal documents for the sum of(Total Proposal amount in words) and figure) 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 execute the Comprehensive Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Bid Document.

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

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

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constituted 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 ar not bound to accept the lowest or any Proposal you may receive.

Date this..... day of 2018.

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



Annexure –A

(To be submitted on the Letter Head of Bidder)

PRICE BID FOR TENTATIVE QUANTITY OF THE UPS PROPOSED TO BE COVERED UNDER COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES

SN.	Particulars	Quantity	AMC rates per UPS per Year	Total AMC Cost per year (excluding taxes)*
A	B	C	D	G (C*D)
	Online UPS of 2.0 & 10.0 KVA (164 UPS of Numeric make purchased in calendar year 2010 to 2012 and installed in the branches/Offices of Aligarh, Agra, Hathras, Etah Districts)	159 (2.0 KVA) 05 (10.0 KVA) Total 164 UPS		

* Taxes shall be paid extra as per Govt. rules and regulations.

Total Amount in Words: Rupees only. Excluding taxes.

I agree that vender quoted lowest rate in Cell F1 and/ or G1 will be awarded the CAMC.

Seal & Signature of the Tenderer.

Date :

Place :



S.NO.	DESCRIPTION	COMPLIANCE (YES/NO)
1	Whether EMD of Rs.25000.00 attached.	YES/NO
2	Whether the Bidder permanent office/ service office in Lucknow, Agra, Aligarh, Etah. Having own infrastructure for service support.	YES/NO
3	Whether balance sheet for last 03 years enclosed.	YES/NO
4	Whether audited the bidder firm has average annual turn over of Rs..... Each during the last 03 years.	YES/NO
5	Whether the Bidder firm is profit making during the last 03 years .	YES/NO
6	Whether the Tax Registration Certificate for GST/PAN enclosed.	YES/NO
7	Whether the Bid forms /technical and financial complete in all respect.	YES/NO
8	Whether the paper and documents have been properly signed.	YES/NO
9	Whether the terms and conditions of the contract accepted by duly signing on all the pages of the bid documents.	YES/NO
10	Whether the payment terms agreed as per Bank 's T& C.	YES/NO
11	Whether the service support details are attached.	YES/NO
12	Whether the performance statement is enclosed.	YES/NO
13	Whether details of work experience/executed works with other banks/other reputed firms under AMC during the last 03 years.	YES/NO
14	Whether Client Certificate with copy of work order in reference to point No. 13 attached.	YES/NO



Annexure-B
AGREEMENT FOR MAINTENANCE OF UPS

(To be stamped on Rs.100/- Non Judicial Stamp Paper)

THIS AGREEMENT made at _____ on the ____ day of _____ 2018 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 Bank's 164 (159 UPS of 2.0 KVA & 05 UPS of 10.0 KVA) Uninterrupted Power System equipment (hereinafter called UPS) 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 above it is agreed between the parties as follows:

1. COMMENCEMENT AND TERMS:

- a) 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.
- b) The maximum response time for a maintenance complaint (i.e. time required for supplier maintenance engineer to report to the installations after a request call/ Telegram/Fax/E-mail is made or letter is written) shall not exceed 8 hours (Eight) from the receipt of such communication in case the Service Centre is situated at the same location where the UPS Systems are installed and One Day in other cases.
- c) Service Provider shall deploy an engineer to attend the call/complaint within 4 hours of logging the same for the local branches/offices located within the radius of 25 K.m .of District Head Quarters and within 24 hours for rest of the branches/offices. The complaint must be resolved within 24 hours for local branches/offices and 48 hours for remote branches/offices including any repairs for replacement, failing which penalty of Rs. 500.00 per working day per UPS will be payable by the Service Provider. The amount of penalty will be recovered from Annual Maintenance Charges and /or by lodging a claim against the Service Provider as the case may be. In the event of maintenance charges amount not sufficient to set off the liability of the Service Provider under this head the Bank shall be at liberty to proceed against the Service Provider for recovery of the balance as may be advised.

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2. PERFORMANCE SECURITY:

- a) Within 07 days of the award of purchase order the service provider shall furnish to the Bank the performance security for an amount equivalent of 10% of AMC Contract Amount of advance valid upto 60 days after the date of completion of performance obligation of contract.
- b) The Bank shall at liberty to set of /adjust the process of the performance security towards the loss if any suspend due to the service provider failure to complete its obligations under the contract . This is without prejudice to the Bank's right to proceed against the service provider in the event of the security being not enough to fully cover the loss/damage.
- c) The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A BANK GUARANTEE issued by a reputable BANK IN INDIA,
 - OR
 - (b) A Banker Cheque/Demand Draft favouring **GRAMIN BANK OF ARYAVART**.
- d) The performance security will be discharged by the Bank and return to the supplier not later than 30 (Thirty) days following the date of completion of service provider performance obligations under the contract. However period of contract (subject to satisfactory AMC services) may be extended for further 01 (One) year period as per discretion of Bank.

3. PAYMENT FOR AMC: The annual Maintenance charges shall be paid in equal Half Yearly installments within 15 (Fifteen) days from the date of completion of respective Half Yearly period subject to satisfactory services rendered.

Further provided that Bank may, during the period of AMC, shift the ONLINE UPS wholly or in parts to other locations within the Bank's area of operations in such case the Service Provider under takes to continue to maintain the ONLINE UPS at their new location without any other additional cost of Bank.

4. CONTRACT AMENDMENTS: No variation in or modification in terms of the Contract shall be made except by written amendments signed by both the parties.

5. ASSIGNMENT: the Service provider shall not assign, in whole or in parts, its obligations to perform under the contract, except with the Bank's prior written concern.

6. SUB-CONTRACTING: THE SERVICE PROVIDER will not sub contract or permit any one other THE SERVICE PROVIDER 'S personnel to perform any of the work, services or other performance required of THE SERVICE PROVIDER under this agreement without the prior written consent of BANK.



7. **ONLINE UPS MAINTENANCE:** The Service Provider will accomplish preventive and break down maintenance activity to ensure that all UPS Systems execute without defect or interaction for atleast 98% up time for 24 hours a day, 7 day a week of operation of the machine work on a quarterly basis.
8. Cost of all repairs that are replaced in the UPS System will be covered under this AMC except high value capacitors if age of capacitors are more than 5 years.
9. All repairs and maintenances service shall be performed by qualified maintenance engineer totally familiar with the equipments. Service Provider shall ensure availability of sufficient spare /engineers.

In case of any equipment going bad beyond repairable condition and the same to be replaced permanently. The Service Provider has to replace the equipment of same make/Model or of higher configuration. However the Bank may accept different Make/Model configuration at its discretion if the original make/ Model /configuration are not available in the market due to also obsolescence or technological up-gradation. Stoppage of the production of the same make/ Model / Configuration by the supplier/Manufacture or cessation/winding up the manufacture. The price profit if any gained in the process by THE SERVICE PROVIDER, has to be passed on to the BANK.

10. **SECURITY:** The Service Provider and Its personnel will at all times comply with all security regulations in effect from time to time at BANK premises and externally for material belonging to BANK.
11. **EQUIPMENT ATTACHMENT:** Bank shall have right to make changes and attachment to equipment, provided such changes or attachment do not prevent proper maintenance from being performed or unreasonably increase the Service Provider 's cost of perform in repair and maintenance service.
12. **ARBITRATION:** If any dispute or difference on any kind shall arise between BANK AND SERVICE PROVIDER in connection with or arising out of this agreement. It shall be settled through correspondence and mutual consultation at the parties hereto within sixty days, if it is not settled, the same will be referred to the Chairman of BANK, whose discussion will be final on the matter and the same is binding on the parties herein.

13. TERMINATION FOR DEFAULT :

- a) 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 parts if the a supplier fails to perform any other obligations under the contract.
- b) 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, Online UPS and service similar to those undelivered, and the supplier shall be liable to the Bank for any excess costs for such similar Online UPS or Services. However, the supplier shall continue performance of the contract to the extent not terminated.



14. FORCE MAJEURE:

- a) Notwithstanding the provision of T&C the service provider shall not be liable of for future of performance security, liquidated , damages, or termination for default if and to the extend that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- b) For purpose 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 act of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) Is 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.

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

Seal of the Company affixed in the
Presence of (Director) Shri

Bank by its Representative:

(Authorised signatory)

Witness:

(Name)

Date:

(Authorised signatory)

Witness:

(Name)

Date:

