



Bokaro Zone

Tender Notice (Request For Proposal)

RFP Inviting Bids/Tenders For AMC of UPS Systems for Comprehensive Onsite Maintenance Services & Preventive Maintenance From Eligible Prospective Vendors
Ref: BKR:IT:2020-21:042 Date: July 20, 2020

Scope, Objective & Nature of work	Non Refundable Tender Fee	Earnest Money Deposit Amount
Annual Maintenance Contract for Comprehensive and Continuous Maintenance Services for Uninterrupted Power Supply Systems including Periodic Preventive Maintenance Services to Ensure Smooth & Uninterrupted working of the Computer Hardware and Other Sensitive Machinery installed in the Branches & Offices of Bank of India, Bokaro Zone (Please Refer - Full Bid Document).	Rs.1000/- by way of a DD/PO payable at Bokaro favoring 'Bank of India, Zonal office, Bokaro.	Rs.12,500/- by way of separate DD/PO payable at Bokaro favoring 'Bank of India, Zonal office, Bokaro.

Tender (RFP) Reference	Ref: BKR:IT:2020-21: 042 Date: July 20, 2020
Last Date and Time for Receipt of Tender/Bid	14-AUG-2020(14:00 HOUR SHARP)
Tentative Date and Time of Opening of Bids (Technical)	18.08.2020 from 12:00 pm (tentative date) NOTE: Bidders will be informed separately only if there is any change in date or timing.
Tentative Date and Time of Opening of Bids (Financial/Price)	24.08.2020 from 12:00 pm (tentative date) NOTE: Bidders will be informed separately only if there is any change in date or timing.
Contact Person/s & Numbers	Kumar Satyam (Sr. Manager) / Rajiv Ranjan (Officer) IT Department, 06542-231203 E-Mail Id: Bokaro.IT@bankofindia.co.in;
Address for Submission of Tenders/Bids	Bank of India , Zonal office, (IT Department) 1 st Floor, E-17, City Center, Sector – IV, B. S. City Bokaro, Dist-Bokaro, Jharkhand – 827 004
Preferred Eligibility Criteria	Participating Vendor/Bidder should already have provided UPS maintenance services for Banks.
Details of UPS Systems can be obtained from our IT Department	For Details Refer Full Bid Document including Eligibility Criteria, Stipulations, TCC and Other Annexures

We invite Sealed Tenders/**Proposals** from selective, prospective, interested & eligible companies/firms/vendors (hereinafter called bidder/vendor) who are presently providing **Annual Maintenance Contract for Comprehensive and Continuous Maintenance Services for 'Uninterrupted Power Supply Systems' including Periodic Preventive Maintenance Services** to Ensure Smooth & Uninterrupted working of the Computer Hardware and Other Sensitive Machinery installed in the Branches & Offices of Bank of India, Bokaro Zone broadly covering Bokaro and Giridih District. The contract period shall be for 3 year initially which can be extended for further 3 years at the mutual consent of the Bank and the selected vendor/s.

STIPULATIONS:

1. The given types and number of UPS systems is only indicative and the Bank reserves the right to add, reduce and change the number and types of UPS systems as well as number and location of branches and offices in future at any time and stage of AMC as per Bank's requirement. Further, Bank reserves the right to cancel the bid of any participant without prior intimation and without mentioning the reasons whatsoever. It is to be noted that the Bank (Bank of India, Bokaro Zone) reserves the right to accept any bid/tender and/or to reject any or all of the tenders without assigning any reasons whatsoever at any stage of the tender process. And Bank of India reserves the right to terminate the tender process at any stage without assigning any reasons whatsoever and to whomsoever.
2. The price of tender document (non-refundable) shall be Rs.1000/- and payable by means of DD/Banker's Cheque in favor of Bank of India, Zonal Office, Bokaro payable at Bokaro and to be submitted along with the technical bid at the time of submission of tender application form. No forms downloaded through website and/or email would be accepted/considered valid without the payment of tender fee (non refundable) as above being price of bidding document.
3. Vendor/Bidder should submit Earnest Money Deposit (herein after called EMD) amount of Rs.12,500/- by means of a DD/Banker's Cheque and drawn in favor of Bank of India, Zonal Office, Bokaro payable at Bokaro and to be submitted along with the technical bid at the time of submission of tender application form.
4. The Firms/Companies fulfilling the eligibility criteria and accepting the Stipulations, Terms & Conditions of Contract may submit their bids (Two Bid System – Technical bid & Price bid) addressed to:

Bank of India, (Information Technology Department),

Kind Attn: Kumar Satyam, Sr. Manager

Rajiv Ranjan, Officer

1st Floor, E-17, City Center,

Sector – IV, B. S. City,

Bokaro, Dist-Bokaro,

Jharkhand-812004).

Technical Bid should not contain any financial terms & commercial quotes.

5. **Technical Bid and Price Bid** should be submitted **separately** and in two separate envelopes **Super-scribed** as follows:

a) **“Technical Bid for AMC of UPS Systems”**

Ref: Ref: BKR:IT:2020-21:042 Date: 20-07-2020

“Price Bid for AMC of UPS Systems”

Ref: Ref: BKR:IT:2020-21:042 Date: 20-07-2020

6. **The TECHNICAL BID Envelope should contain the following:**

- a. Demand Draft / Pay Order for Rs.12,500/- towards EMD favoring ‘Bank of India, Zonal office, Bokaro’ and payable at ‘Bokaro’.
- b. DD/PO for Rs.1000/- towards Tender Money which is Non-Refundable favoring ‘Bank of India, Zonal office, Bokaro’ and payable at ‘Bokaro’.
- c. RFP document with sign and seal on all pages by authorized signatory.
- d. Annexure A (Proposal Form) duly filled-in with sign and seal.
- e. Annexure B (Bidder Information) duly filled-in with sign and seal.
- f. Annexure C (Non-disclosure form) duly filled-in and seal.
- g. Annexure D (Agreement Form) with sign and seal.
- h. Copies of PAN card of the bidder firm/company.
- i. Address proof of the firm/company.
- j. Copies of GST registration.
- k. Copies of PAN cards of all authorized signatories of the bidder firm/company.
- l. Copies of Address proofs of all authorized signatories of bidder firm/company.
- m. Copies of PAN cards of persons who signs the tender documents.
- n. Copies of Address proofs of persons who signs the tender documents.
- o. List of the names, contact numbers and addresses of the signatories.
- p. Copies of Balance Sheet & Profit and Loss Accounts for the preceding 3 Years duly certified by CA.
- q. Supporting documents/certificates showing past experience of providing ups system maintenance services.
- r. List of service engineers who will perform the job along with their resume, qualifications and the present place of their postings.
- s. Bid should be in clear words, categorically mentioning the details. There should not be any ambiguity.

CARE: TECHNICAL BID SHOULD NOT CONTAIN ANY PRICE RELATED INFORMATION AND SHOULD NOT MENTION ANY COMMERCIAL TERMS.

7. **The PRICE BID should contain the following:**

- a. Annexure E (Price Schedule/Bid).
 - Price Bid should contain the rate against each item separately. The bidders should quote unit price for each type of hardware items. The commercial bid so submitted shall be treated as indicative quote.
 - The Price Bid should be in clear in words and numbers, categorically mentioning each and every terms specifying the rates etc. Any kind of ambiguous/obscure/unclear terms may lead to the bid being disqualified.

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- Price quoted in figures and words should tally and in case of any difference there in **the amount mentioned in words shall be treated as final.**

9. Eligibility Criteria:

Apart from other criteria, **Participating Vendor/Bidder should have provided satisfactory maintenance services of ups systems in Bank.**

- a. The eligible bidder should maintain service support engineers (at the minimum) at Branches in districts of Bokaro and Giridih districts.
- b. **The selected vendor should place atleast 1 service engineer at Bokaro compulsorily** (exclusively for Bank of India) who can register the complaints of our branches and who can independently attend the problems of our branches at our request on priority basis. He should be provided with **atleast 10 backup 3 kVA UPS systems (new and should not be High Frequency UPS) and 05 back up 5 kVA UPS Systems (new and should not be High Frequency UPS)** and parts that frequently require for replacement and repair of the ups systems. The new backup UPS systems are to be kept/stationed at ZO so that the same may be used as per banks need. Also, the bidder/vendor should maintain sufficient qualified service engineers covering above mentioned 02 districts of Bokaro Zone.
- c. The bidder/vendor should not have any discouraging/adverse report and record with reference to their past performance and especially with our Bank and/or in our Zone.
- d. The bidder/vendor should have proper infrastructure to provide services to branches.
- e. Information / Undertakings should be submitted as per the Annexures A, B, C, D and E.
- f. 3 years Balance Sheet and Profit and Loss Account.
- g. The Firms / Companies should have at least 3 years experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions especially in Bank of India.
- h. Copies of work orders/letter of award/contract copy should be enclosed in the technical bid.
- i. Vendor Firms should have been registered with GST.
- j. Copies of their PAN & GST to be enclosed.
- k. The bidder should not have been blacklisted by any Public Sector Bank / Any Government Agency in the past. A self declaration letter to the affect by the Bidder, on the Firm/Company's letter head, should be submitted along with the bid.
- l. Bank reserves the right to change and/or waive any of the qualifying eligibility criteria at its discretion at any stage during the tender process without any information & notice to bidders.

10. Opening of Bids:

- a. Technical bids will be opened on **18.08.2020 from 12:00 pm (tentative date)**, and will be evaluated as per Eligibility Criteria and TCC followed by opening of Price Bids. Only those bidders whose bids are technically found responsive/eligible, will be informed of the date and time of opening of price

bids if there is any change in the schedule. In case the date is changed, the same will be informed to all the eligible participants.

- b. There after the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors, who are found eligible after evaluation of Technical Bids.
- c. After opening of price bids, the Bank will evaluate and compare the Price bids.
- d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security is liable to be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

11. The number of UPS systems may be increased or decreased at the time of agreement and/or award of AMC and/or during the currency of the AMC period which the vendor has to accept and the location of the ups systems may also be changed/shifted and the vendor is liable to provide continued maintenance services even after change in the location of the ups system and infrastructure without any extra cost to the Bank. AMC charges are payable on pro-rata basis.

12. The rates quoted and finalized shall also be applicable for the items included or excluded during the AMC period. AMC charges will be payable accordingly on Quarterly basis after successful completion of the respective period upon submission of invoice, branch-wise maintenance and visit reports. AMC charges shall be payable on pro-rata basis.

13. The selected vendor should carryout Periodic Preventive Maintenance activities (minimum once in a month) on all the UPS & equipment under AMC by visiting the respective branch/office.

14. Participating & Selected Vendor should be able to provide onsite preventive maintenance and repairing services and should be invariably provide stand-by ups systems to the branches before lifting the faulty ups system for repair if carrying the ups system is warranted.

15. Batteries attached with the Ups system shall also be attended like change of water, greasing, change of connecting cables etc, irrespective of the make, type, size, supplier and capacity of the batteries and ups systems. The selected should also be responsible for checking, testing of the related stabilizer and other equipment as the case may be to ensure continuity of ups services.

16. The UPS systems under AMC can be shifted to other branch/office in case of need. In such cases the vendor should provide continued maintenance services without any extra cost to the Bank.

17. The AMC vendor should submit a periodic earth testing report (minimum quarterly) and as when their engineer visits the site (branch/office). The vendor is also expected to periodically carryout test the ups system on full load to check power backup capacity on periodic basis and submit the report.

18. AMC amount shall be payable, after deducting suitable penalties and taxes applicable if any, after successful completion of respective quarter and upon

submission of invoice along with downtime record and maintenance reports. **For Penalty Clause refer the TCC (xxix).**

19. Vendors/Bidders are to quote AMC charges inclusive of all taxes and charges except GST. Vendors/bidders can mention the percentage of GST/Service Tax applicable for AMC charges. **GST shall be payable separately as per Government guidelines.**

20. All other terms and conditions of contract shall also apply as the case may be.

21. After awarding of AMC, acceptance thereof and/or providing services shall constitute a binding contract /agreement between the Bank and the selected vendor until execution of a formal contract and in the absence of a formal contract.

Bank reserves the right to change any conditions including the qualifying/eligibility criteria at their discretion and to accept or reject any or all tenders/bids without assigning any reason thereof whatsoever. Depending upon the requirement, the Bank can utilize the services of more than 1 vendor at the L-1 rates finalized. Bank can utilize the services of different vendors at different places and/or for different ups systems. Suitable changes may be made in the contract form around the parameters of the RFP document. All other details are available in the Terms & Conditions of Contract and Annexures (A to E) which all the Bidders/Vendors are advised to go through before submitting the Bid. Participation in the tender process by submitting bids will be presumed to be the acceptance from bidders/vendors in all respects. Please note that this is only an enquiry and without any commitment on the part of the Bank to enter into a contract with anyone.

The Bank's decision shall be full and final in all respects. Full details of the tender are available with Information Technology Department, Bank of India, Zonal office, Bokaro.

(Dhananjay Kumar)
Zonal Manager

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidders/s or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the bidders(s) on the terms and conditions set out in this RFP/Bid document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary liability under any law, statute, rules and regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP/Tender process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder/Vendor. Please note that this is only an enquiry and without any commitment on the part of the Bank to place the order with any one for maintenance services and /or purchase of the said ups systems or any hardware and peripherals.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

TERMS & CONDITIONS OF CONTRACT (TCC)

- i) The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all plastic parts of all hardware, provision of stand-by hardware on immediate basis without any extra payment.
- ii) **The contract will be effective for a period of three year from the date of award of contract or for a period of 3 year from the effective date of AMC.** The Bidder/Vendor will have to enter into necessary contract with the Bank. Our letter awarding the contract for AMC and your acceptance of the same and/or commence of maintenance services shall act as a binding contract between us until execution of a formal contract as also in the absence of any formal agreement. The format of Annual Maintenance Contract is as per Annexure (D). **The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.**
- iii) The vendor shall be responsible for any loss or damage caused to any of the machines owing to any negligence.
- iv) The vendor should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of computers and peripherals of various brands / make.
- v) Vendor should provide the online as well as offline call logging system to log the call. The call logging system should be simple and can be able to provide the service id which can be tracked. Once the list is provided to vendors for maintenance services, vendor should not demand for details of hardware every time from the branches like serial number etc.
- vi) Apart from others, at least 1 dedicated engineer, specially designated to work for Bank of India's maintenance services, should be stationed at Bokaro on regular and daily basis who is well-versed with repairing of all types of UPS systems and Batteries and other related equipment. The engineer must report to ZO on a daily basis. This engineer should also be able to resolve the UPS and batteries installed at branches remotely whenever required. Whenever there is a requirement of attending the call personally, the engineer should visit the concerned branch site immediately on the same day. The engineer shouldn't insist the branches to help them (vendors) to solve the problem remotely only as the branches do not have the time and expertise to follow the instructions of the vendor engineers on telephone. Vendor should always endeavor to attend the call by personal visit only. The engineers should be equipped with mobile phones at vendor's cost for quick communication. If any engineer is given leave by the company, a suitable replacement will have to be provided in advance. He will also be required to work as a call coordinator and will register, assign, track and monitor all calls for all the above locations. Intimating the

vendor's engineer and/or personnel about the UPS problems shall also be treated as registration of complaint. It will be the duty of the call coordinator as well as the vendor company/firm to ensure that all calls are closed within the specified time limit ie on T+1 basis.

- vi) The engineer should possess a qualified/recognized degree/diploma in UPS /Hardware/Networking etc., as the case may be, and should have required experience and knowledge in giving service in the respective field.
- vii) The vendor is required to carry out Periodic Preventive Maintenance activities and UPS backup testing (minimum once in a month) on all the UPS under AMC. This includes periodic cleaning and replacement of parts that are subject to wear and tear, without any cost to the bank including plastic parts. During this time, the AMC vendor may send helpers to clean-up the UPS system and batteries. No extra amount is payable for any such work conducted by the vendors.
- viii) It shall be the responsibility of the vendor to make all the UPS systems and related equipment work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the AMC contract.
- ix) Apart from the preventive maintenance services, the vendor will be required to provide continuous maintenance services also as and when required and called for and at the request of the branches whenever necessitated in addition to the preventive maintenance services.
- x) Before shifting any equipment (ups system) out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement of the respective hardware.
- xi) Bank may decide and reserves the right to add or remove certain ups systems from the AMC at any point of time during the contract. Payment for any inclusion / deletion of ups system during the AMC period shall be calculated on pro-rata basis. No advance payment of AMC charges shall be payable in any case. The payment will be released on quarterly basis after completion of the respective quarter, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches/officers departments including branch-wise monthly preventive maintenance service/visit reports.
- xii) Bank reserves the right to get any ups system / batteries repaired by any third party vendor in case the vendor is not able to give immediate service as per the requirement of the Bank. Even after this, the vendor has to give continued services. At its discretion, the Bank can recover such expenses incurred, towards repairing of the ups systems from other parties in case of urgency and when the vendor's services are not prompt, from the AMC amount and EMD amount.

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- xiii) Replacement of parts will be at the vendor's cost with original spares of the brand / make / model of the UPSs or with reputed makes & best quality spares. AMC vendor should keep sufficient spares at our office & at their office and should provide replacement of all parts within a reasonable period and within T+1 days.
- xiv) In case the hardware is to be moved from place to place (i.e., from branch to workshop etc.), the vendor has to take full responsibility of the safety of the UPSs/hardware items and the vendor is solely responsible for arrangements for insurance, transportation and other labour charges etc., at their own cost.
- xv) In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work after accepting the contract, he will be liable to pay damages to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done. Bank Performance Guarantee if any shall also be liable to be invoked and forfeited.
- xvi) The above act of backing out would automatically debar the vendor from any further dealings also with the Bank and the EMD amount would also be forfeited.
- xvii) No interest or compensation is payable to the vendor on the Earnest Money Deposit amount or any other amount held by the Bank for any period of time.
- xviii) The Earnest Money Deposit shall only be refunded after successful completion of AMC to the satisfaction of the Bank. In case of failure on the part of the vendor to successfully complete the AMC period, the Bank reserves the right to forfeit EMD amount as also to invoke the Performance Bank Guarantee, if any, without giving any notice to the vendor.
- xix) In case of equipment that are not under AMC, but are under warranty services of some other vendor, the vendor would be required to perform the initial scrutiny / diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other vendor/s.
- xx) In case the call / complaint is not resolved. The vendor will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis. The details provided should include:
- a) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
 - b) Nature of complaint.
 - c) Statistic on the response time / resolution time.

- d) Monitoring / follow-up with the supplied service provider in case of equipment under warranty.

Vendors/Bidders are importantly to note that mere advising the branch to provide some data or to perform some activity to see whether the problem has been solved shall not be treated as resolution of the problem. Complaint calls can only be closed after ensuring that the actual problem faced by the branch is fully resolved and all the systems are kept up and running.

- xviii) The vendor would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial Number including the UPS/hardware movement information from one location to another. The vendor will be required to check and monitor the progress of next delivery and installation.
- xix) It is advised that the Bidder/Vendor should make the preliminary visit to identify the branches/offices of the Zone and to have a clear feel/idea of the area which the Zone covers. Bokaro Zone is spread across the following 02 districts of Jharkhand having 2 AMO, and 91 branches as of today.
- xx) After finalization of L-1 rates and selection of L-1 vendor, the vendor/s (whom the maintenance services are offered to) will have to visit, **at their own cost**, all the branches and offices falling under Bokaro Zone of Bank of India for physical asset listing/verification and have to prepare and submit a branch-wise/office-wise list of inventory mentioning branch/office name, item name, item make & model, item serial number and with a Unique Serial Number within FIFTEEN DAYS of the award of the AMC contract, to arrive at the actual AMC value, at his own cost. The list must be approved by concerned branch Head under his seal and signature. Necessary changes shall be made to the list as per Bank's requirement. The final AMC amount shall be arrived at on the basis of the list so submitted by the vendor after necessary corrections. Vendors/Bidders to note this hardware list may differ from the tentative quantities given in the Annexures, as there may be variation (+/-), to enable arriving at the L-1 rates.
- xxi) The number of ups/hardware items may be increased or decreased at the time of agreement or even during the year which may be included or excluded from the list and the location of the equipments may also be changed. The same rates (so quoted at the time of tender) will also be applicable for the items included or excluded during the AMC period. AMC charges will be payable accordingly on quarterly basis, after completion of each quarter and upon submission of demand along with necessary invoice, maintenance reports and as mentioned in the Payment terms below.
- xxii) The AMC will be initially for a period of 3 year. The Bank reserves the right to renew the AMC for further 3 years (with mutual consent of vendor) for full or part of the items or otherwise based on the Bank's requirement and satisfactory services rendered by the selected vendor/s under the same price, terms and conditions.

xxiii) The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all of the tenders/bids without assigning any reason thereof whatsoever. The Bank can stagnate and discontinue the tender process at any stage or time without assigning any reasons whatsoever.

xxiv) **Selection & Utilization of Services of Multiple Vendors**

Bidders/vendors to note that the Bank at its discretion can select more than 1 vendor for different clusters as well as for different types of UPS as per Bank's convenience. The proposed clusters consists branches falling under the Bokaro and Giridih districts.

The above mentioned clusters are tentative & indicative and can be changed as per the convenience of the Bank and vendors. Vendors can be selected on the basis of ups systems as well (i.e., separate vendor for separate type & capacity of ups systems) if needed.

Bank may give opportunity to the L2, L3 bidders if they agree to match the L1 rates quoted by the L1 bidder to work in some clusters if the Bank feels necessary. Also if more than 1 bidder quotes same rates, L-1 bidder is selected on the basis of technical portfolio or multiple vendors can be taken at par on the basis of L-1 rates.

xxv) In all cases the decision/s taken by the Bank is final and representations from the bidders/vendors are not entertained. Only bidders who are ready to abide by the Bank's decision need to participate in the tender process.

xxvi) For ease of administrative control and maintenance reasons, Bank may prefer to have 1 UPS AMC vendor (for all types of ups systems) who may be the most appropriate vendor that quotes the overall L-1 rates even if he is not L-1 bidder for all types of ups systems/equipment. However, Bank may ask such overall L-1 vendor to match the L-1 rates for all types of ups systems/equipment. Bank may also prefer to award the AMC of UPS systems to a bidder who agrees to match the L-1 prices/rates for all types of ups systems. Preference shall be given to the overall L-1 vendor and who quotes L-1 rates for most types of ups systems.

xxvii) The vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and Other Laws prevailing in the country. In the event of any liability arising on account of any breach or noncompliance of statutory requirements by the contractor, the Bank would have the right to reimburse itself by way adjustment from the vendor's pending bills, earnest money deposit, invocation of guarantee or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

xxviii) **Payment Terms**

Payment shall be released on Quarterly basis after successful completion of respective Quarter subject to the submission of the following by the vendor:

- a. Invoice mentioning the Period and separately mentioning the items by name, Rate, Quantity, Unit Rate and Total Amount.
- b. Monthly Preventive Maintenance Reports and Service Reports with the sign and stamp of branch officer/head after rendering satisfactory services during the Quarter by the vendor.
- c. There should be no complaint pending for completion at the time of quarterly claim submission by the vendor.
- d. Advance payment cannot be made in any case.
- e. All payments shall be made after deducting suitable penalty charges, downtime charges and other charges if any.
- f. Downtime record is required to be submitted along with the invoice.

xxix) **Penalty Clause**

Period & Penalty Charges for non completion of task and non resolution of the complaints (Days are calculated from the date of complaint). Vendor has to resolve the complaints to the satisfaction of the branch within T+1 days. If the complaint is not resolved in T+1 days, then penalty will be levied as below.

- (i) **For Criticality level 1 {C1}** – [When replacement ups system is provided by the vendor on the same day of the complaint & until resolution of the issue the ups system is kept in working condition at the branch and when the issue is resolved at a date beyond 5 days of the complaint date]:

Penalty of Rs.100/- per day per equipment from the day of the complaint.

- (ii) **For Criticality level 2 {C2}** – [When replacement is not provided by the vendor and when the issue is resolved within 5 days]:

Penalty of Rs.500/- per day per equipment from the date of complaint.

- (iii) **For Criticality level 3 {C3}** – [When replacement is not provided by the vendor and takes beyond 5 days to resolve the issue and when the UPS system is non-functional for a period of more than 5 days]:

Penalty of Rs.1000/- per day per equipment from the date of complaint.

NOTE: 1. If penalty amount exceeds the cost of AMC for a particular UPS system then the amount shall be recovered from other amounts payable to the vendor.

2. Non accomplishment of preventive maintenance activity once in a quarter shall attract a penalty amount equal to the AMC charges of that particular UPS system.

(xxxv) Bank reserves the right to change any terms and conditions, eligibility criteria etc., at any time and at stage whenever needed, at its own discretion without assigning any reasons thereof whatsoever. Compliance of observations on Vulnerability Assessment (VA) & Penetration Testing (PT) should be conducted on critical assets wherever applicable on quarterly basis.

(xxxvi) In case of addition of any new type of ups systems/equipment which is not listed in Annexure, then AMC rate for these equipment/hardware will be arrived after mutual discussion as per the guiding principles given in this RFP/Tender.

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ANNEXURE - A

**PROPOSAL FORM
(To be submitted with Technical Bid/Proposal)**

Date:

To
The Zonal Manager
Bank of India, Zonal office,
1st Floor, E-17, City Center, Sector – IV,
B. S. City, Dist-Bokaro, Jharkhand-812001

Sir/Madam,

**Ref: RFP for Comprehensive Onsite Annual Maintenance Contract for
Maintenance of UPS Systems installed at branches & offices of Bokaro Zone**

Having examined the Proposal Documents (Ref: BKR:IT:2020-21:042 Date: 20.07.2020), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and carryout Onsite Annual Maintenance services, in conformity with the said Proposal documents for the sum as mentioned in the price schedule/bid (Annexure E) submitted by us enclosed with the Price Bid or such other sums as may be ascertained in accordance with the said tender process make part of this Proposal.

We undertake, if our Proposal is accepted, to execute the Annual Maintenance Contract in accordance with the Stipulations, Terms & Conditions of Contract specified in the Bid Document. If our Proposal is accepted, we understand that the Earnest Money Deposit Amount is refundable only after successful completion of the contract period and we agree and authorize your Bank to deduct any penalties from the Earnest Money Deposit Amount and as also from the AMC charges. We also know and agree that no interest or any compensation is payable on the earnest money deposit amount whatsoever. We accept and acknowledge that the Bank may at its discretion can appoint more than 1 vendor for AMC and in the course can utilize the services L-2 and L-3 vendors also.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank. We agree that until a formal contract is prepared and executed, this Proposal, together with your notification of award & our providing services, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this day of 2020

*(Signature with seal)
(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

ANNEXURE – B

**INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL
FOR ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES AND
DEPARTMENTS**

1. NAME OF THE ORGANISATION/FIRM:
2. ADDRESS:
3. YEAR OF ESTABLISHMENT:
4. ADDRESS OF SERVICE CENTRE:
5. ADDRESS OF SERVICE SUPPORT OFFICE AT BOKARO:
6. ADDRESSES OF OTHER SERVICE SUPPORT OFFICES:
7. STATUS OF THE FIRM:
(Whether company/firm/proprietor)
8. NAME OF DIRECTOR/PARTNERS/PROPRIETOR:
 - 1.
 - 2.
 - 3.
 - 4.

PERMANENT ACCOUNT NO & DATE:

9. SERVICE TAX REGISTRATION NO & DATE:
10. CST NO & DATE:
11. TIN NO:
12. Whether registered with Registrar of Companies: YES/NO
Registrar of Firms. If so, mention number and date.
13. If you are registered/empanelled/approved with any other Organization/Deptt.,
Banks etc. Furnish their names, Category, work undertaken and date of
registration/empanelled.

- b) Year 2018-19
- c) Year 2019-20
- d) Year 2020-21

16. No. of Engineers, Technical Qualified Employee employed by the Firm:

Name	Designation	Qualification	Experience	Year with the Firm	Any other

17. Name of Branch/Representative offices.

SR. NO.	ADDRESS	NAME OF RESPONSIBLE PERSON	QUALIFICATION OF RESPONSIBLE PERSON

Place:

Date:
Seal

Signature of Proprietor/
Partner/Director with

ANNEXURE - C

NON-DISCLOSURE AGREEMENT

(Ref: BKR:IT:2020-21:042 dated 20.07.2020)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to

Bank of India, having its Zonal office at 1st Floor, E-17, City Center, Sector – IV, B. S. City, Dist-Bokaro, Jharkhand-812001, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's AMC/Information shared by the BANK in their Request for Proposal is confidential and / or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Annual Maintenance Contract and / or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs / duties on the Bank's properties and / or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property / information;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said Annual Maintenance Contract, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and / or for the performance of the Contract in the aftermath. Disclosure to any employed / engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place
Date:

Authorized Signatory
Name:
Designation:
Office Seal:

ANNEXURE - D

AGREEMENT FOR MAINTENANCE OF UPS

(Ref: BKR:IT:2020-21:042 dated 20.07.2020)

THIS AGREEMENT made _____ day of _____ 2020 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression/shall include its successors and assigns and

_____ incorporated under the Companies Act, 1956 and having its Registered Office at _____

_____ (hereinafter called "THE COMPANY") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the computer / peripherals / electronic equipment, operating and application software support (hereinafter called EQUIPMENT) listed in Annexure and thereafter hereto as amended from time to time, subject to the Bank paying charges to the company against satisfactory services by the Company on the following terms and conditions:

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

1. COMMENCEMENT AND TERM:

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

1.2 Upon termination of the agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for purposes of execution of this agreement. Bank reserves the right to recover the penalty charges and other dues from the earnest money deposit amount and bank guarantee amount in all cases.

In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, no disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from the Annexure of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment are added to agreed list of hardware at the time commencement of AMC period, it may involve additional maintenance charges as per L-1 rates. In the event that individual items of EQUIPMENT are withdrawn from the said list, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.

2. CHARGES:

- 2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein are arrived at after selection of L-1 vendor and L-1 rates after the tender process and/or as indicated in Annexure attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.
- 2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT and Stipulations & TCC mentioned in the bid document. The terms of such invoice(s) are that they shall be payable as indicated in the Annexure.
- 2.3 The AMC charges will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches/departments and as per the TCC and no advance payment shall be made by the Bank.
- 2.4 The Bank may decide to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during the AMC period will be calculated on pro-rata basis for period the said hardware is under AMC.
- 2.4 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.

3. REPAIR AND MAINTENANCE SERVICE:

- 3.1 During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:
 - a) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out of defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours. In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.
 - b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank need not pay to THE COMPANY any additional charge for providing maintenance service to equipment similar to that covered by this Agreement.
 - c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 4 hours after such intimation during the hours set forth in clause 3.1 (a) and (b) above incase the service

- center/engineer is placed at the same center and within 24 hours in other cases.
- d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.
 - e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for 98% of the time in every month.
 - f) THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
 - g) Preventive Maintenance: THE COMPANY shall, in addition to attending the complaint calls of the branches/offices, conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive Maintenance from any Scheduled time to a date and time not later than 15 working days thereafter. Preventive Maintenance shall also include servicing and maintenance of batteries, including refilling of distilled water, cleaning, greasing and replacement of terminals etc. where the cost of the water, grease and cables etc. shall be borne by the Bank and the respective supplying vendor.
 - h) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.
 - i) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
 - j) The Bank may maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Company's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Company's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.
 - k) The Company is also responsible to maintain a similar register at its end to note the call, response and downtime register the details of which are to be submitted along with the demand for payment of AMC charges.
- 3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY; and the new parts replacing the withdrawn parts shall become the property of Bank. The new parts should be equal or higher in quality than the replaced parts.

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- 3.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 3.4 THE EQUIPMENT can be shifted to an alternate site and installed thereat during the currency of this Agreement without prior written notice to the COMPANY. And, if Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE COMPANY shall be informed the same. Bank shall bear the charges for such shifting and reinstallation and THE COMPANY shall provide necessary assistance to Bank in doing so without any extra charges. This Agreement, after such shifting and reinstallation would continue to be binding on THE COMPANY and Bank, at the same rates as agreed upon at the time of selection of L-1 rates and initiation of agreement, for the maintenance services after such an event. The company shall continue to provide services without any extra cost to the Bank.
- 3.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 3.6 The company will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the company shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost. The company will respond to a site visit and commence repair work on the equipment within two hours of being notified of equipment malfunction.
- 3.7 During the AMC period, the company will, in addition to attending the service calls provided above, perform preventive maintenance once in a quarter on a mutually convenience day. None carrying out of preventive maintenance once in a quarter shall attract a penalty amount equal to the AMC amount of that particular UPS system.
- 3.8 If, in any quarter, THE COMPANY does not fulfill the provisions of clauses 3.1(c), (d), (e) and (f), the proportionate maintenance charges for that quarter will not be payable by Bank without prejudice to the right of the bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY will credit the proportionate maintenance charges for that quarter to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank. The Bank can recover any such losses, penalty from the retention and earnest money deposit amount without any prior notice and without assigning any reasons whatsoever. Penalty Clause

as mentioned in the TCC of Bid document is applicable and penalty is chargeable accordingly by the Bank. Bank reserves the right to recovery the penalty amount from the Earnest Money Deposit and by invoking the performance guarantee amount.

4. FORCE MAJEURE:

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

5. SUBCONTRACTING:

THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement without the prior written consent of the Bank. Bank shall not be liable to accept any such request of the vendor company.

6. All the Stipulations, Terms & Conditions of Contract and others mentioned in the tender document shall also apply and binding on both the parties.

7. At the end of the contract, all the equipment covered under the contract should be in proper working condition.

8. EQUIPMENT ATTACHMENTS:

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

9. SECURITY:

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

10. CONFIDENTIALITY:

10.1 THE COMPANY acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement are fully satisfied.

11. LIABILITY AND INDEMNITIES:

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

11.2 Notwithstanding anything contained in the presents, the Bank shall not be liable for any loss/compensation/damages, etc. Whatsoever in connection with/relating to the accident/injury/death of any employee of the Company who is/are deputed for any maintenance/service under this agreement either in the premises of the Bank or elsewhere.

12. BUSINESS TERMINATION:

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

13. TERMINATION OF THIS AGREEMENT:

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

- a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.
- b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
- c) Under the provision of clause 2.4 of this Agreement.

- d) Under the provision of clause 4.1 and/or 10 of this Agreement.
- e) By giving one month's notice of such termination to the other by either of the parties to this Agreement.
- f) At the time of termination, all the equipment given under the contract should be in proper working condition. Otherwise, suitable penalty shall be levied on the vendor and such amount can be recovered from the EMD, AMC amount and Guarantee monies.

14. PENALTY CLAUSE:

Period & Penalty Charges for non-completion of task and non-resolution of the complaints (Days are calculated from the date of complaint). Vendor has to resolve the complaints to the satisfaction of the branch within T+1 days. If the complaint is not resolved in T+1 days, then penalty will be levied as below.

<p>For Criticality level 1 {C1} – [When replacement ups system is provided by the vendor on the same day of the complaint & until resolution of the issue the ups system is kept in working condition at the branch and when the issue is resolved at a date beyond 5 days of the complaint date]:</p> <p>Penalty of Rs.100/- per day per equipment from the day of the complaint.</p> <p>(i) For Criticality level 2 {C2} – [When replacement is not provided by the vendor and when the issue is resolved within 5 days]:</p> <p>Penalty of Rs.500/- per day per equipment from the date of complaint.</p> <p>(ii) For Criticality level 3 {C3} – [When replacement is not provided by the vendor and takes beyond 5 days to resolve the issue]:</p> <p>Penalty of Rs.1000/- per day per equipment from the date of complaint.</p> <p>NOTE: 1. If penalty amount exceeds the cost of AMC for a particular UPS system then the amount shall be recovered from other amounts payable to the vendor. 2. Non accomplishment of preventive maintenance activity once in a quarter shall attract a penalty amount equal to the AMC charges of that particular UPS system.</p>

15. ARBITRATION:

- 15.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of

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

16. GENERAL:

- 16.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.
- 16.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- 16.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.
- 16.4 Compliance of observations on Vulnerability Assessment (VA) & Penetration Testing (PT) should be conducted on critical assets wherever applicable on quarterly basis.
- 16.5 All the stipulations, terms and conditions of contract mentioned in the tender document (RFP) shall also apply.
- 16.6 Words importing the singular include the plural and vice versa.

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

Seal of the Company affixed in
the presence of Shri

(Director) Shri

(Director) of the company (in accordance with the Articles of
Association of the Company)
(Authorised signatory)

Bank by its representative:
(Authorised signatory)

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ANNEXURE - E

RATES QUOTED FOR ANNUAL MAINTENANCE CONTRACT OF UPS SYSTEMS LOCATED AT VARIOUS BRANCHES/OFFICES OF BOKARO ZONE

(Ref: BKR:IT:2020-21:042 dated 20.07.2020)

(TO BE SUBMITTED AS PRICE SCHEDULE IN PRICE BID ENVELOPE)

Sr. No.	Items with brief details of Make (different models) : Individual UPSs Rates, Quality, Makes and Models may differ but the Vendor has to Quote a Single Rate for each type of UPS system on the basis of UPS capacity.	Approximate /Estimated Quantity of UPS Systems*	AMC Rate per Unit Inclusive of all Taxes, and All Charges but EXCLUDING GST)	Total Cost (V=III x IV)
I	II	III	IV	V
1	UPS Systems upto 3.5 KVA Capacity	72		
2	UPS Systems upto 6 KVA Capacity [>3.5kva and <= 6Kva]	23		
2	UPS Systems upto 7 KVA Capacity [>7 kva and <= 11Kva]	01		
Total	In Words →Rs.	Total in Figures → Rs.		

*We understand that the quantity mentioned is tentative and is given to arrive at the L-1 Rate. There may be variation compared to the list prepared by the vendor and as per RFP/TCC and after affecting necessary corrections. We agree and understand that vendors (either single or multiple) can be selected on the basis of L-1 rates quoted on individual ups items and/or on the basis of overall L-1 rates as per the discretion of the Bank. After selection of L-1 vendor (if selected), we agree to visit, at our cost, all the branches and offices falling under Bokaro Zone of Bank of India for physical asset listing/verification and to prepare and submit a branch-wise/office-wise list of inventory mentioning branch/office name, item name, item make & model, item serial number and with a Unique Serial Number within FIFTEEN DAYS of the commencement of AMC contract, to arrive at the actual AMC value, at our own cost. We shall get the list signed by the concerned branch Head under his seal and signature. The final AMC amount shall be arrived at on the basis of the inventory so submitted by the vendor and as per Bank's record and requirement. We have noted that there may be variation and the final list may differ from the above quantities mentioned in the work/purchase order to arrive at the L-1 rates.

Date:

Contact Number

Signature & Seal of Vendor's

Authorized Signatory

Name of Signatory:

Designation/Capacity:

Contact Email id: