



Information Technology Department,
Madurai Zonal Office
Sriram Complex, Uchaparambu Main Road, Iyer Bungalow, Madurai-625014

ZO:MDU:IT:HR:2024-25:61

Dated 20-09-2024

Request for Proposal

Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.



Tender Reference	ZO:MDU:IT:HR:2024-25:61 --
Tender start date	20/09/2024
Date of Pre-Bid Meeting and Place	27/09/2024, 04:00 PM Bank of India, Madurai Zonal Office, 4 th Floor , Conference Room, Sriram Complex, Uchaparambu Main Road, Iyer Bungalow, Madurai-625014.
Last date and time for Receipt of Tender/Bid	05/10/2024 before 05:00PM
Date and Time of Opening of Technical bids	07/10/2024 at 11:00 AM
Date and time of Opening of Commercial Bids (Shall be advised to the Participant Bidders only)	If Commercial Bid cannot be opened immediately after technical bid opening, then the date and time will be advised to the Participant Bidders.
Contact Person	Ranjitha R K Officer - 9488662032 Hemamalini R, Senior Manager – 9150043790 Mobile – 9867946123 Email : Madurai.it@bankofindia.co.in
Address for Submission of Tenders/Bids	The Zonal Manager, Bank of India, Madurai Zonal Office, Information Technology Department, Sriram Complex, Uchaparambu Main Road, Iyer Bungalow, Madurai-625014. State - Tamilnadu
Earnest Money deposit(EMD)	Rs.50,000/- (Rupees Fifty Thousand only) Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favor of "Bank of India" payable at Madurai
Cost of the Bid Documents(Non-Refundable)	Rs.5,000/- (Rupees Five thousand only) Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of "Bank of India" payable at Madurai
The Details of UPS – Capacity Wise available in the Zone	Annexure-A
Information of Company / Firm to be submitted as per	Annexure –B
Commercial (Price) proposal to be submitted	Annexure -C
No Disclosure Agreement	Annexure –D
AMC Agreement Proforma	Annexure - E
Bid Security Form	Annexure – F
Performance Security	Annexure - G
Letter of Undertaking	Annexure - H
Unconditional Acceptance Of The Terms & Conditions of The RFP	Annexure - I

NOTE:

1. This tender document is the sole property of Bank of India and it is not transferable.
2. This bid document has 46 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received /opened on the next working day up to the appointed time/at the same time specified above.

Disclaimer

The information contained in this Request for Proposal (**RFP**) document or information provided subsequently to Bidder(s) or applicants, whether verbally or in documentary form by or on behalf of Bank of India, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer by Bank of India. This RFP is to invite proposals from applicants, who are qualified to submit the Bids ("Bidders"). 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 may conduct his/her own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. Bank of India reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. Such change will be intimated to all Bidders. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by Bank of India.

Bank of India may in its absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this RFP.

Bank of India reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank of India shall be final, conclusive and binding on all the parties.

Dear Sirs,

Subject: Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.

Calling for Sealed Bids

- Sealed Bids are invited from reputed companies / firms for Comprehensive On-site Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at various Branches and various departments of Bank of India, Madurai Zone.

The Details of UPS- Capacity wise is given in Annexure 'A'

INSTRUCTION TO BIDDERS (ITB)

Preparation of Bids

- **Language of Bid**

The Bid prepared by Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and Bank of India, shall be in English only.

- **CLARIFICATIONS ON BID DOCUMENT/RFP**

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to Bank of India for necessary clarifications within the specified time. Points raised in pre-bid meeting requiring clarifications shall also be dealt with similarly. Bank of India's decision in this regard shall be final, conclusive and binding on all the bidders or offers.

1. **Eligibility Criteria :**

- a. The Firms / Companies fulfilling the following Terms and conditions may submit their bids super-scribed as “Comprehensive Annual Maintenance Contract for Maintenance of UPS and Batteries” addressed to the

**The Zonal Manager,
Bank of India, Madurai Zonal Office,
Information Technology Department,
Sriram Complex, Uchaparambu Main Road,
Iyer Bungalow, Madurai-625014 Tamil Nadu.**

- b. The eligible bidder should have service centres mandatorily at one centre out of Chennai, Madurai, Coimbatore and Tiruchirapalli. The complete service centres address should be provided to the bank, bank officials may visit the service centres and in case of bank officials' visit, the entire cost of visit should be borne by the vendor.

The eligible bidder should maintain service support engineers (at the minimum) each at Madurai, Tiruchirapalli, Thanjavur, Tirunelveli, Cuddalore, Sivaganga, Virudhunagar or nearer to these centres to cover all the branches under Madurai Zone.

- i. The bidder should be a registered company in India as per Companies Act 1956/2013 and should be in business in the filed for a minimum period of 3 years as on the date of RFP. Bidder to submit Certificate of Incorporation evidencing the same.
- ii. The bidder should have an annual turnover of **5.00 crores** or above from Sales/Services/Maintenance of UPS. Information/undertakings should be submitted as per the Annexure B, C and D.
- iii. Should be a net profit making company in the last financial year
- iv. During the last 5 years, the firms / companies should have at least 3 years of experience of undertaking Annual Maintenance Contract in PSU Banks/ Financial Institutions handling approximately over 100 UPS. Reference letter from such clients (**at least two**) regarding services provided by you. **If the bidder did AMC in Bank of India during the last three year, reference PO letter and satisfactory letter from the concerned Zonal Office pertains to last three year is mandatory.**
- v. **It should have been registered with Tamil Nadu Sales Tax Department for Work Contract Tax/VAT. Copies of their PAN, GST No registration certificate to be enclosed and it is mandatory.**
- vi. Bidder should not have been blacklisted by any PSU Bank / Pvt Bank/IBA/RBI during the last five years. **A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.**
- vii. The bidder should submit a certificate in support of ISO 9001 in support of Certification of the Services. The bidder must have a permanent office in any one of the location Coimbatore/Chennai/Madurai/Bangalore/Hyderabad.

- viii. The firms / company will have to provide a list of engineers who will perform the job along with their resume, KYC documents, Police Verification details and qualifications along with the technical bid
- ix. **Bidder/SI must not have failed in completion of any project with the Bank as per Purchase Order issued during the last 3 years. Self-certification in the offer letter is required.**
- x. Bidder/SI is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/FI. **Self-certification in the offer letter is required. (Declaration)**
- xi. Bidder/SI has not violated any intellectual property Rights. **Self-certification in the offer letter is required. (Declaration)**
- xii. No consortium/Joint Venture allowed. **Self – Certification in the Offer Letter is required (Declaration)**
- c. The Technical / Commercial bids should be in two separate sealed covers clearly marked as
- i. **“Technical Bid for Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.”**
ZO:MDU:IT:HR:2024-25:61 dated 20/09/2024
- ii. **“Commercial Bid for Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.”**
ZO:MDU:IT:HR:2024-25:61 dated 20/09/2024
- d. The Bids/Tenders should also accompany with Earnest Money Deposit Amount of **Rs.50,000/-** in the form of a DD/Banker’s Cheque in favour ‘Bank of India, Payable at Madurai. Such Draft or Payslip should be kept in separate cover marked as **“EARNEST MONEY DEPOSIT”** Tenders/Bids not accompanying with EMD as above are unacceptable and shall be treated invalid and void.
- e. The TECHNICAL BID include the name and address of the Firm / Company, Annual Turnover , details of past experience and the offices where they have been performing such duties along with the supporting documents / certificates. Technical Bids should not contain any commercial quotes.
- f. The COMMERCIAL BID should contain the rate against each item separately. The Commercial Bid submitted shall be indicative quote.
- g. **Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous / obscure / unclear terms may lead to the bid being disqualified.**
- h. The Bank reserves the right to reject any or all the tenders without assigning any reasons.

- i. The sealed tenders must be submitted by **05/10/2024 before 05:00 PM.**

2. Opening of Commercial Bids:

- a. Only those bids which are technically found responsive/eligible, will be informed of the Date/Time/Venue of opening of Commercial bids.
- b. The Technical Bids will be evaluated as per eligibility criteria. Thereafter 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 Commercial (Price) bids and declaring the prices, the Bank will evaluate and compare the Commercial bids.
- d. Arithmetical errors will be rectified on the following basis. 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- e. The Bank's evaluation of Commercial (Price Bid) will take into account in to addition to the Bid price quoted, one or more of the following factors:
- i) Deviations in payment schedule
 - ii) Deviations in prices quoted.

3. Terms and conditions:

i) The contract will be on **comprehensive onsite** basis inclusive of repairs, maintenance and replacement of spare parts of all UPS and batteries, provision of standby UPS and batteries on immediate basis without any extra cost to the Bank. However cost of replacement of Batteries will be borne by the Bank after expiry of the warranty period and found unusable

ii) The validity of the vendor selected through tender process will be for a period of 2 years starting **from 01/11/2024. However the PO will be initially be issued for a period of 1 year and the PO for subsequent period will be issued, if deemed necessary, upon satisfactory performance.** The Bidder/Vendor will have to enter into necessary contract with the Bank. The format of Annual Maintenance Contract is as per Annexure-E. Our letter awarding the contract for AMC and your acceptance of the same and/or commencement of maintenance services by the vendor upon receipt of letter of award, shall act as a binding contract between us until execution of a formal contract. The format of Annual Maintenance Contract is as per Annexure (E). 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 on his part.

iv) The vendor should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of UPS of various brands / make.

v) **The bidder has to quote the total cost of the Bid which consists of the following support & services mentioned below.**

- v) a. Total Number of 7 dedicated service engineers and one Team Leader out of which
- 1 Team Leader at Madurai.
 - 1 Field Engineer each at Madurai, Tiruchirapalli, Thanjavur, Tirunelveli, Cuddalore, Sivaganga, Virudhunagar or nearby centres to cover all the branches under Madurai Zone.- Vendor to submit name, employee id, designation, educational qualification (supporting certificate to be submitted), KYC documents (PAN and Aadhaar) and contact number of the service engineers. Police Verification details also have to be submitted.
- v) b. **Timings for locations on all working days is:**
Monday to Saturday: From 9:30 am to 8:00 pm (other than holidays)

The engineers may also have to work on holidays and after office hours, if necessary. 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. Team Leader coordinates for managing Service Engineers (including supervising/controlling activity of the engineers) who will register, assign, track and monitor all calls for all the above locations. It will be the duty of the Team Leader to ensure that all calls are closed within the specified time limit. **Team Leader should report to ZO IT team once in a day about the status of call lodgement.**

v) c. The engineer should have a minimum qualification of having passed Diploma examination of any Board/University and have a certificate of having successfully completed a course in hardware and networking.

v) d. 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 endeavour to attend the call by personal visit only.** Intimating the vendor's engineer and/or personnel about the hardware problems shall also be treated as registration of complaint. It will be the duty of the Team Leader as well as the vendor company/firm to ensure that all calls are closed within the specified time limit.

v) e. **The vendor is required to carry out Periodic Preventive Maintenance activities (minimum once in quarter) for UPS and on all the equipment under AMC.** This includes periodic cleaning and replacement of parts that are subject to wear and tear, filling of acid, greasing and distilled water in batteries without any cost to the bank. AMC Vendor are supposed to clean/ wipe the dust on Batteries and UPS during PM activities. During this period the vendor may send helpers to clean-up the UPS and batteries. No extra amount is payable for any such work conducted by the vendors. Physical Reports of Preventive Maintenance signed and sealed by branch to be submitted by the vendor to the branch and a copy of the same to be submitted to Zonal Office at the time of submission of invoice for payment.

v) f. Participating and 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 of the same capacity (using all the batteries) before lifting the faulty UPS system for repair if carrying the UPS system is warranted.

v) g. Batteries attached with the UPS System shall also be attended like change of distilled water, greasing (application of Vaseline), change of connecting cables etc. irrespective of the make, type, size, supplier and capacity of the battery and UPS systems. This activity has to be done during Preventive Maintenance as well as during

all the service calls. The selected vendor will also be responsible for checking, testing of the related stabilizer and other equipment as the case may be to ensure continuity of UPS services. All these activity will be done by the vendor without any extra cost to the Bank

v) h. The UPS systems under AMC can be shifted to other branches/ offices in case of need. In such cases, the vendor is solely responsible for arrangements of labour, transportation, insurance and installation activity. The additional cost in such cases will be paid separately on case to case basis. The activity has to be scheduled within 24 hours of intimation to the vendor by the bank.

v)i. The AMC vendor should submit a periodic earth testing report (minimum quarterly) and as and when their engineer visit the site (branch/office). The vendor is also expected to periodically carryout test of the UPS system on full load to check power backup capacity on periodic basis and submit the report. If report is not submitted, then the payment for the quarter will not be released.

v) j. The call lodging facility for the branch should be provided via phone as well as email mode. The call logging system should be simple and should be able to provide service id which can be tracked. In both cases, a unique call number should be assigned for that call. The call should be attended within 2 hours in local and 4 hours in outstation locations and resolved within 24 hours from time of call lodgement by branch/ office for all locations. In case of replacement of spare parts is required for resolution of the issues, then the maximum time for resolving down calls will be 24 hours from the date of call lodgement in case of local calls (where service centres are available) and within 100 KMS of radius and 48 hours from the date of call lodgement (two working days) for outstation. If the resolution of the call is **expected to be** beyond 24 hours in any case, the vendor should provide standby arrangement for the UPS and batteries till the unit is repaired failing which penalty will be imposed as per the penalty clause.

Vendor is supposed to coordinate with Original Equipment Manufacturer of UPS for any replacement of spare parts if the spare parts are not available in the open market. Vendor is required to submit the detailed reports justifying the facts if UPS are required to be replaced with new one. If the AMC vendor and the OEM of the UPS are same, then the recommendation of replacement of UPS will not be considered in case the UPS is less than 6 years old and if the bank has no choice to resolve the issue without replacement of New UPS, the bank may consider that the service of the vendor as unsatisfactory.

In case of UPS and batteries which are not repairable due to non-availability of spares, the vendor has to clearly mention the same in Service Call Report and submit it to the bank branch/ Zonal Office. In such cases, standby UPS to be provided until the Bank procures a fresh set of UPS and Batteries for the same location. The standby UPS should be of **the same capacity** (both power and battery capacity) as the existing UPS. It is not allowed for the vendor to provide a lesser capacity standby UPS. If vendor claims that lesser capacity standby UPS is alone available then a penalty of Rs. 500/- per day will be levied for each day, the lesser capacity standby UPS is provided at the branch.

If resolution is beyond the stipulated time frame, penalty will be imposed as per the penalty clause in the RFP. (Vendors to note that merely 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). The term call stipulated above or anywhere else in the RFP indicates all service calls lodged orally, via email or telephone/ mobile or by any other means by Branches/ Offices/ Zonal Office.

v)k. Replacement of parts will be at the vendor's cost with original spares of the brand/ makes/ model of the UPS or with reputed makes & best quality spares. AMC vendor should keep sufficient spares at our office and at their office and should provide replacement of all parts as mentioned above.

v) l. Quarterly Review Meeting at Bank of India, Zonal Office Madurai is Mandatory. Authorized Person of the Company should attend the meeting. During the review meeting, performance will be reviewed and pending calls and issue will be discussed. Minutes of the meeting will be prepared and need to be signed by both parties which is mandatory for making AMC payment for the respective quarter.

Penalties for deficiency in Service

In case of delay in resolution of the calls logged as mentioned in point 3. V) j. Terms and Conditions, the following Penalty clause will be applied.

- Per Day Per call Rs.500/- per day
- Non Completion of PM as stipulated in RFP AMC Amount for that UPS

In order to avoid penalty, the vendor may provide alternate device of similar configuration in good working condition to the Bank, so that the Bank's work is not affected. To ensure availability, the vendor has to mandatorily keep a minimum of 4 standby UPS, one at Madurai, one at Tiruchirapalli, one at Cuddalore and one at Tirunelveli failing which bank may impose penalty of Rs. 10,000/- for each location.

v) m. It shall be the responsibility of the vendor to make all the UPS and batteries work satisfactorily throughout the contract period and to handover the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the vendor is liable to rectify it even after the expiry of the AMC contract without any extra cost to the Bank.

v) n. **Bank may decide and reserves the right to add or remove certain UPS from the AMC at any point of time during the contract. Payment for any inclusion and/or deletion during the AMC period will be calculated on prorate basis. No advance payment of AMC charges will be made 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, Quarterly Preventive Maintenance Activity Reports' from all the user branches/officers departments. Call Lodgement date and call closed date to be clearly mentioned in the Call Report. Any report found where in the above dates are not clearly mentioned will lead to cancellation of such call report and the vendor will be required to carry the activity again for the branch/ office**

v) o. Bank reserves the right to get any hardware 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 Hardware from

other parties in case of emergency and necessity and when the vendor's service are not prompt, from the AMC amount.

If the vendor gives in report that any device is non-servicable/ non – repairable, Bank reserves the right to get this checked from any other local dealer and in case the device is repaired, the charge for the same will be recovered from the vendor at actual basis.

v) p. 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

v) q. **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.**

v) r. 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.

v) s. An unconditional performance bank guarantee of PSB/Scheduled Banks amounting to 10% of AMC value for 24 months shall be submitted to the Bank once the contract is awarded. Bidder is required to submit Performance bank Guarantee of 10%, valid for 24 months after each PO acceptance within 15 days. Performance Bank Guarantee shall be invoked by the Bank in case of non-performance of any of the terms of RFP/Contract. The Earnest Money Deposit would be refunded after submission of the guarantee.

v) t. In case of AMC 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.

Where the batteries are under warranty, the vendor is required to fill distilled water and maintain the batteries.

v) u. 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 daily basis.** The details provided should include:

- Calls logged on daily basis with time & allotted call / complaint number / Equipment make / model / Sr. Nos.
- Nature of complaint.
- Name of the Branch / Office
- Date of Assignment of Call and Engineers name, contact no.
- Statistics on the response time / resolution time.
- Monitoring / follow-up with the supplied service provider in case of Equipment under warranty.

v) v. The vendor would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial Number of the UPS and number of batteries along with model/ make details including the hardware movement information from one location to another. The vendor will be required to check and monitor the progress of next delivery and installation.

v) w. The vendor would be required to maintain and submit to our office, on quarterly basis, location wise inventory list, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference. Any failure to do so by the first week of subsequent quarter will result in penalty of Rs.5,000/- for that quarter. The format for the inventory list will be provided by the Bank. No payment will be made without the inventory list.

v) x. 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 Madurai 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 commencement of AMC contract to arrive at the actual AMC. Non submission of Asset list within 1 month in the bank format may lead to cancellation of AMC Contract/PO The list must be approved by concerned branch Head under his seal and signature. Necessary changes shall be made be 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 Annexure A, as there may be variation (+/-). During this period the vendor should attend calls of the branches. Otherwise entire AMC amount shall not be payable.

v) y. The number of UPS and Batteries 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 equipment 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.

v) z. 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.

v) aa. 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. Participation in tender process by submitting bids shall be presumed and reckoned as vendors' agreement and acceptance to the rules, terms and conditions of Bank and tender.

v) ab. Engineers deployed at the site/s, should be equipped with all the necessary hardware/software tools that may be required for trouble shooting.

v) ac. All Service Engineers to be posted should have minimum 2 year experience and Team Leader should have experience of more than 5 years.

v) ad. The UPS and Batteries shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.

v) ae. All calls should be logged into system and call report should be obtained from the users with regard to the calls attended by them.

4. Deviation in RFP Response

Any deviation/requirements other than once state in the RFP shall be discussed in the pre-bid meeting and if necessary appropriate addendum/amendment to the RFP shall be put in place by the bank/purchaser in this regard as it deemed fit. Any deviation/requirement or pre-condition other than stated in the RFP including addendum/amendment if it form part of the RFP response shall to that extent be invalid. The successful bidder cannot define and limit the Scope of Work mentioned in the RFP including addendum/amendment. If it is necessary to sign the Scope of Work document with successful bidder such scope of work document shall be an exact replica of the Scope of Work stated in the RFP including addendum/amendment. If any deviation is noticed thereafter then RFP Scope of Work mentioned in the RFP including addendum/amendment will be final.

5. 'NO CLAIM' Certificate

The Contractor shall not be entitled to make any claim, whatsoever, against Bank of India, under or by virtue of or arising out of, the Contract/Agreement, nor shall Bank of India entertain or consider any such claim, if made by the Contractor after he has signed a 'No Claim' Certificate in favour of Bank of India in such forms as shall be required by Bank of India after the works are finally accepted.

6. Delay in the Vendor's/Bidder's Performance

- a. Performance of the Contract shall be made by the Contractor in accordance with the time schedule specified by Bank of India
- b. A delay by the Contractor in the performance of its Contract obligations shall render the Contractor liable to any or all the following sanctions:
- i. Invocation of its performance guarantee
 - ii. Imposition of liquidated damages, and/or
 - iii. Termination of the Contract for default
- c. If at any time during performance of the Contract, the Contractor encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Contractor shall promptly notify Bank of India in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Contractor's notice, Bank of India shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

7. Order Cancellation

The Bank reserves its right to cancel Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions (in addition to the Termination Clause 10 of Terms and Conditions of Contract):

1. Delay in timely resolution of the issues beyond the specified period mentioned in the RFP
2. Serious discrepancy noticed during the reference checks.
3. Major breach of trust is noticed at any stage of the project.
4. Any other appropriate reason in view of the Bank.

In addition to the cancellation of purchase order, the Bank reserves the right to foreclose the Bank Guarantee given by the vendor against the payment made to appropriate the damages.

8. **Cost of Bidding**

All costs and expenses incurred by Bidders / Vendors in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank of India, will be borne entirely and exclusively by the Bidders / Vendors.

9. **Bidding Documents**

- a. The RFP cannot be sold and / or transferred / assigned. If the same is done, Bid shall liable to be summarily rejected by Bank. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- b. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.
- c. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- d. Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.
- e. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.
- f. Each bid shall be in two parts:-
 - i. Part I- Technical Proposal.
 - ii. Part II- Commercial Proposal.The two parts should be in two separate covers, each superscribed with the name of the Project as well as "Technical Proposal" and "Commercial Proposal" as the case may be.
- g. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract (Documentary evidence of authorisation to be submitted in technical proposal). The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- h. Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated – initialised by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above.

10. **Bid Prices**

- a. The prices indicated in the Price Schedule shall be entered in the following manner:-

The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual upon production of original receipts.

- b. Bids are to be quoted in Indian Rupees only.
- c. Price quoted in the Price Schedule as per Annexure-A shall be valid for a minimum period of Contract Period from the date of acceptance of contract.
- d. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

11. Bid Security

- a. The Bidder shall furnish, as part of its Bid, a Bid security as given in Annexure-F.
 - b. The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.
 - c. The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - i. A Performance guarantee for 2 year with a claim period of 90 days, issued by a Public Sector / Private Sector / Scheduled Commercial Banks in India (Other than Bank of India), acceptable to the Bank, in the form as per Annexure-N provided in the Bid.
- OR
- ii. A Banker's Cheque / Demand Draft, issued by a Public Sector / Private Sector / Scheduled Commercial Banks in India, drawn in favour of Bank of India payable at Madurai.
- d. Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.
 - e. Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity.
 - f. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the Performance Security as per Annexure-G.
 - g. The Bid security may be forfeited:
 - i. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - ii. if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - iii. in the case of a successful Bidder, if the Bidder fails;
 - o To sign the Contract;
- (Or)
- o To furnish Performance Security as mentioned in this RFP.

12. Submission of Bid

Bid should be submitted to the address as given hereunder:

**The Zonal Manager, Bank of India,
Madurai Zonal Office,
Information Technology Department,
Sriram Complex, Uchaparambu Main Road,
Iyer Bungalow, Madurai-625014.**

a. The Bidders' shall seal the envelopes of "Technical Bid" and "Price Bid" separately and the two envelopes shall be enclosed and sealed in an outer envelope. The Bidder should additionally submit soft copies of the Technical Bid Documents, Specification in a CD (Two copies of CDs).

All documents / files in a CD should be in searchable mode and non-editable.

b. The inner and outer envelopes shall:

- be addressed to the Bank at the address given; and
- bear the Project Name –

i. "Technical Bid for Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone."

Ref . ZO:MDU:IT:HR:2024-25:61 dated 20-09-2024

ii. "Commercial Bid for Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone."

Ref. ZO:MDU:IT:HR:2024-25:61 dated 20-09-2024 in separate envelopes.

c. All envelopes should indicate on the cover the name and address of the Bidder.

d. If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

e. Documents comprising the **Technical Proposal Envelope**, should contain following:

- Bid Security Deposit (EMD) of Rs.50,000 (Rs.Fifty Thousand only)
- Cost of Tender fee Rs.5,000/- (Non-refundable)
- All Annexures which are to be submitted in the Technical Bid envelope, as mentioned in the respective annexure/s.
- Acceptance of the terms and conditions
- Information of SI/Bidder as per formats attached
- Bidders experience and compliance
- RFP including all Annexures with company stamp & signed by authorized signatory on all pages
- Documentary evidence of authorisation for a person signing the Bid documents
- Original Reference Letters, Annual report, Balance sheet, Profit & Loss statement and other supporting documents as stated in eligibility criteria.
- Letter of Undertaking / Self Declarations mentioned in Eligibility Criteria
- Masked Price Bid listing all the components dully signed without indicating the Price.
- Two copies of CDs containing Soft copy of all signed Technical Bid documents as above. All documents / files in a CD should be in searchable mode and non-editable.
- Profile of the Engineers to be submitted inclusive of name, designation, qualification(certificates to be enclosed), KYC documents (PAN and

Aadhaar copy to be enclosed), Police Verification Document, copy of Employee ID card, Contact Number, Date of joining the company

- List of Service Centres and their Address (For Verification by the Bank if required)
- Escalation Matrix for resolution of calls (The escalation matrix should contain level wise contact details, email ID and designations of the key people responsible for call resolution)

Any Technical Proposal not containing the above will be rejected. The Technical Proposal should not contain any price information; such proposal will be rejected.

f. **Documents comprising Price Proposal Envelope, should be :**

- i. The Proposal Form as per **Annexure C** as furnished in the Bidding documents duly signed by the Bidder and completed.
- ii. A Full Price Schedule of the Solution indicating all the components of the solution and services as per **Annexure A**.
- iii. Prices quoted in the price bid should be without any conditions. **The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.**
- iv. **Price bids containing any deviations or similar clauses will be summarily rejected.**

13. ***As mentioned in this RFP, please note to submit the non-refundable bid amount of Rs.5,000 /- (Rs. Five Thousand only) by means of a demand draft/pay order favouring "Bank of India — RFP no. Ref. ZO:MDU:IT:HR:2024-25:61 dated 20-09-2024" payable at Madurai, in a separate envelope along with Technical Proposal Envelope while submitting the Bid. **Bids are liable to be rejected if the same is not received while submission of Bid.*****

The bidder shall bear all the costs associated with the preparation and submission of the bid. Bank will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

14. **Deadline for Submission of Bids**

- a. Bids should be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.
- b. Bank shall not be responsible for any Postal / Courier delay in receiving the BID documents at specified address after the deadline for submission of Bids prescribed and such late Bid will be rejected and returned unopened to the Bidder.
- c. The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d. **Late Bid:** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

15. Modification and Withdrawal of Bids

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c. No Bid may be modified after the deadline for submission of Bids.
- d. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.
- e. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

16. Opening and Evaluation of Bids

- a. A screening committee constituted by Bank of India for the purpose of selection of the successful Bidder, would evaluate Technical Bids to qualify the Bidders.
- b. The Technical Bids will be evaluated as per eligibility criteria. Thereafter 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 and declaring the prices, the Bank will evaluate and compare the Price bids.
- d. Arithmetical errors will be rectified on the following basis. 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- e. During the period of evaluation, the Bidders may be asked to provide more details and explanations about information they have provided in the proposals. The Bidders should respond to such requests within the time frame indicated in the letter/fax/ e-mail seeking the explanation and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- f. Bank of India reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, Bank of India may seek specific clarifications from any or all the Bidders.
- g. Bank will open the commercial offer of all the technically qualified bidders.
- h. No intimation would be sent to the unsuccessful Bidders (Technical).
- i. The evaluation of the financial proposals shall be based on the lowest rate quoted by the Bidders as indicated in the formats suggested for furnishing the Financial Details vide Annexure -A. The cost quoted per unit will be multiplied with the number of units and the total will be arrived at for all the 4 parts mentioned in Annexure-A. Where there are no units, the cost quoted will be multiplied by 1 unit and will be taken for the calculation of L1 bidder.

j. Bank of India's decision in respect to evaluation methodology and short-listing Bidders will be final and binding and no claims whatsoever in this respect will be entertained.

k. Bank of India is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever.

l. Bank of India also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by Bank of India shall be final, conclusive and binding on the Bidders.

m. Bank reserves the right to reject an offer under any of the following circumstances:

- Bid security is not submitted.
- Tender Document fees are not paid.
- Offer is incomplete and/or not accompanied by all stipulated documents.
- Price Bid is not submitted along with Technical Offer

17. **Awarding of Contract**

i. Award Criteria

Contract will be awarded to the successful Bidder for Annual Maintenance, which may not include all the products/items which is being quoted by the Bidder. Bank may issue multiple contracts.

ii. Notification of Award

- a. Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that its Bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon notification of award to the successful Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

iii. Signing of Contract

- a. Successful vendor need to execute the Contract as per Bank's Contract Form Annexure E and stamp duty to be paid by the vendor
- b. Within seven (7) days of the issuance of Purchase Order and acceptance thereof, successful bidder has to submit Contract Form to the Bank duly dated and signed by the authorized signatory.
- c. In the absence of a formal contract due to any exigency, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder
- d. The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.
- e. Signing of the Contract shall follow the notification of the PO acceptance. However, Bank of India may negotiate certain terms with successful Bidder before

signing of the Contract. The Bidder should sign the Contract Form (Refer Annexure-1: Form-7) the signing of Contract will amount to award of contract and Bidder will initiate the execution of the work as specified in the Contract. The signing of contract shall be completed within 7 days of receipt of notification of the POC acceptance.

iv. Performance Guarantee

▪ Within 7 days of the receipt of PO acceptance of Bid by Bank of India, the successful Bidder shall furnish the Performance Bank Guarantee as per the format provided in Annexure-1 (Form-5). The Performance Bank Guarantee furnished by the Bidder shall be unconditional and irrevocable.

▪ The value of the Performance Bank Guarantee will be 10 % of the AMC Value for the period of 24 Months shall be submitted to the Bank once the contract is awarded.

▪ The Performance Security / Performance Bank Guarantee shall be denominated in Indian Rupees [INR] and shall be in form of a bank guarantee issued by a reputed nationalized bank.

▪ The Performance guarantee will be invoked by Bank of India as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.

▪ The Performance Bank Guarantee should be valid till end of two years from the date of agreement of contract.

▪ Failure of the successful Bidder to comply with the requirement of 'Signing of Contract' as stated above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

v. Expenses for the Contract

All costs and expenses (including stamp duty, etc.) in connection with the execution of Agreement / Contract shall be borne by the successful Bidder.

vi. Failure to abide by the Agreement / Contract

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of Bank of India including recovery of penalties as specified in this RFP or Agreement / Contract.

vii. Annulment of Award

Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event Bank of India may at its sole discretion, make the award to the next lowest evaluated Bidder or call for new Bids.

18. Contacting the Bank

a. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

b. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Pre-Bid Meeting

Queries received till the time as specified in this RFP will be addressed during Pre-Bid Meeting on 27-09-2024.

20. Contract Period

Contract period is 2 years. PO will be initially issued for 1 year. Subsequent PO will be issued, if deemed necessary, upon satisfactory services from the vendor.



TERMS AND CONDITIONS

1. Definitions

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

- 1.1 “Successful Bidder” is the Bidder whose technical bid has been accepted and whose price as per the commercial bid/ Reverse Auction is the lowest and notification of award has been given by Bank.
- 1.2 “The Contract” means the agreement entered into between the Bank and the SI, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3 “The Contract Price” means the price payable to the bidder/SI under the Contract for the full and proper performance of its contractual obligations;
- 1.4 “Deliverables” means all manpower and services as per the terms of this RFP
- 1.5 “TCC” means the Terms and Conditions of Contract contained in this Section;
- 1.6 ‘L1’ means the bidder whose price as per the commercial bid / Reverse Auction is the lowest.

2. Use of Contract Documents and Information

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

2.2 The bidder/SI shall not, without the Bank’s prior written consent, make use of any document or information for purposes of performing the Contract.

2.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the SI’s performance under the Contract, if so required by the Bank.

2.4 The bidder shall sign a non-disclosure agreement as per Annexure-D. Successful Bidders to submit a non-disclosure agreement as per Annexure-D on non-judicial stamp paper of appropriate value before signing the contract.

2.5 By virtue of awarding the Contract to the selected Vendor and in the course of its performance, the Vendor may have access to the Confidential Information of the Bank and its Customers. The Vendor is aware that Confidential Information is valuable Information of the Bank and any disclosure of which would cause irreparable loss and damage to the Bank for which monetary compensation may not be adequate and accordingly the Vendor agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the Vendor also agrees that its employees, agents, sub-contractors shall also maintain Confidentiality of the Confidential Information. The Vendor agrees that it shall neither

use, nor reproduce for use in any way, any Confidential Information of the Bank. The Vendor agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own Confidential Information of similar importance. Without limitation of the foregoing, the Vendor shall advise the Bank immediately in the event that the Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, the Vendor shall immediately seek injunctive relief against any such person, at the Vendors cost and expenses. If the Vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person, it shall cause its assignee to be bound by the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality.

For the purpose of this clause “Confidential Information” shall mean all non-public information, of the Bank and its customers which is accessible by or is available to the Vendor directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank’s staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

3. Interpretation

In this Contract unless a contrary intention is evident:

- a. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d. A word in the singular includes plural and a word in the plural includes singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a partnership and a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i. Reasonability and materiality of “doubt” and “controversy” shall be at the discretion of Bank of India.
- j. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2008.

4. Performance Guarantee

i. Within 7 days of the receipt of PO acceptance of Bid by Bank of India, the successful Bidder shall furnish the Performance Bank Guarantee as per the format provided in Annexure-1 (Form-5). The Performance Bank Guarantee furnished by the Bidder shall be unconditional and irrevocable.

ii. The value of the Performance Bank Guarantee will be 10 % of the AMC Value for 24 months shall be submitted to the bank once the contract is awarded.

iii. The Performance Security / Performance Bank Guarantee shall be denominated in Indian Rupees [INR] and shall be in form of a bank guarantee issued by a reputed nationalized bank.

iv. The Performance guarantee will be invoked by Bank of India as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.

v. The Performance Bank Guarantee should be valid till end of two years from the date of agreement of contract.

vi. Failure of the successful Bidder to comply with the requirement of 'Signing of Contract' as stated above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

5. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP, one day in advance before the pre-bid meeting date.

6. 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:

- Invoice mentioning the Quarter and separately mentioning the items by name, Rate, Quantity, Unit Rate and Total Amount.
- Call Lodgement date and call closed date to be clearly mentioned in the Call Report. Any report found where in the above dates are not clearly mentioned will lead to cancellation of such call report and the vendor will be required to carry the activity again for the branch/ office
- Quarterly 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. **Only physical reports will be accepted and no online reports will be accepted.**
- There should be no complaint pending for completion at the time of quarterly claim as well as final claim submission by the vendor.

If the above details are not submitted within 15 days of the beginning of the quarter, then Bank may at its discretion provide additional 10 to 15 days for submission. If at the end of the period, the vendor does not submit the requisite documents then the payment for the quarter will be made only along with the subsequent quarter.

7. Prices and Taxes

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

b. The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual basis upon production of original receipts

c. Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning. Payment of Octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

d. Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes in the Contract price.

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

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

g. The Bidder agrees that he shall comply with the Income-tax Act in force from time to time and pay Income –tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

h. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income –tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

i. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

j. The cost must be indicated as Fixed Price in Indian Rupees only, including the

following:

1. Cost of the AMC services.
2. Application Software for call lodging

8. Contract Agreement & Amendments

a. The vendor shall execute the contract / Agreement / Service Level Agreement (SLA) in the format devised by the Bank

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

9. Bank of India's/ Purchaser's Right of Inspection and Periodic Audit

a. Bank of India/ the Purchaser reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract/Agreement. The Purchaser may demand and upon such demand being made, Bank of India/ the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.

b. Bank of India/ the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Contractor/ of its obligations/functions in accordance with the standards committed to or required by Bank of India/ the Purchaser and the Contractor/ undertakes to cooperate with and provide to Bank of India/ the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Contractor/ failing which Bank of India/ the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

c. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Contractor/ from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement.

10. Termination

a. Bank / the Purchaser, reserves the right to terminate the Contract/ Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and written notice of 30 days indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances:

- Where it comes to Bank's, the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of Bank / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement.

- Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor.

- In the event of the happening of any events of the above nature, Bank // the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity.
- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition.
- Bidder failing to execute the contract document.

11. Termination for Insolvency:

Bank the Purchaser may at any time terminate the Contract / Agreement by giving written notice of 07 days to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser.

12. Termination for Default:

Bank , the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of 30 days to the Contractor/ Contractor indicating its intention to terminate the Contract/Agreement and also specify the nature and type of default, may terminate the Contract/Agreement in whole or in part.

13. Termination for other than Default:

Bank the Purchaser, without prejudice to any other right or remedy, by a written notice of 30 days after first 1 year of Contract indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason; the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.

14. Termination for Convenience:

In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/27on-performance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor.

15. Consequences of Termination

- a. In the event of termination of the Contract/Agreement due to any cause whatsoever,[whether consequent to the stipulated term of the Contract/Agreement or otherwise], Bank the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be

necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Contractor/ to take over the obligations of the erstwhile Contractor in relation to the execution/continued execution of the scope of the Contract/ Agreement. Bidder is expected to handover all the required APIs using which metadata and documents/images can be extracted for purpose of migrating to a new setup.

b. In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by Bank the Purchaser, the Contractor herein shall be obliged to provide all such assistance to the next successor Contractor or any other person as may be required and as Bank the Purchaser may specify including training, where the successor(s) is a representative / personnel of Bank /the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c. Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Contractor or due to the fact that the survival of the Contractor as an independent corporate entity is threatened/has ceased, Bank the Purchaser shall pay the Contractor for that part of the Service(s) which have been authorized by Bank the Purchaser and satisfactorily performed by the Contractor up to the date of termination, without prejudice to any other rights, Bank the Purchaser may retain such amounts from the payment due and payable by Bank the Purchaser to the Contractor as may be required to offset any losses caused to Bank the Purchaser as a result of any act/omissions of the Contractor. In case of any loss or damage due to default on the part of the Contractor in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement, the Contractor shall compensate Bank the Purchaser for any such loss, damages or other costs incurred by Bank the Purchaser. Additionally, the sub-Contractor / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by Bank the Purchaser and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Contractor's Bid and the Contract/Agreement.

d. Nothing herein shall restrict the right of Bank the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of and pursue such other rights and/or remedies that may be available to Bank the Purchaser under law or otherwise.

e. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

f. In the event of termination of this Agreement for any reason whatsoever, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.

g. Termination survives the Contract/Agreement.

h. **Conflict of interest:** The Contractor shall disclose to Bank / the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Contractor's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

i. **Publicity:** The Contractor shall not make or permit to be made a public announcement or media release about any aspect of the

Contract/Agreement unless Bank the Purchaser first gives the Contractor its prior written consent. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

In case of termination, Bidder will be provided cure period not exceeding 30 days at the sole discretion of Bank, wherever applicable

16. Relationship between the Parties:

a. Nothing in the Contract/Agreement constitutes any fiduciary relationship between Bank the Purchaser and Contractor's Team or any relationship of employer-employee, principal and agent, or partnership, between Bank the Purchaser and Contractor

b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract/Agreement.

c. Bank the Purchaser has no obligations to the Contractor team except as agreed under the terms of the Contract/Agreement.

17. Resolution of Disputes

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

ii. If, the Bank and the bidder/SI have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

iii. The dispute resolution mechanism to be applied shall be as follows:

- In case of Dispute or difference arising between the Bank and the bidder/SI relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the SI. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the SI.

- Arbitration proceedings shall be held at Madurai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

18. Governing Language

The governing language shall be English.

19. Applicable Law

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

20. Addresses for Notices

The following shall be the address of the Bank and SI.

Bank's address for notice purposes:

**Bank of India,
Information Technology Department,
Madurai Zonal Office,
Sriram Complex, Uchaparambu Main Road,
Iyer Bungalow, Madurai-625014.**

SI's address for notice purposes (To be filled in by the SI)

A notice shall be effective when delivered or on effective date of the notice whichever is later.

21. Bidder's Integrity

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

22. Bidder's obligations

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

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

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

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

23. Compliance with law

a. The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

b. Further the Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

c. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

24. Time Limit for the Commencement of Work

Time limit for commencement of work shall be One week from the time of award of Contract.

25. Violation of Terms

Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and

representations contained in the Contract/RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of the amounts due under this contract and related costs and a right for damages.

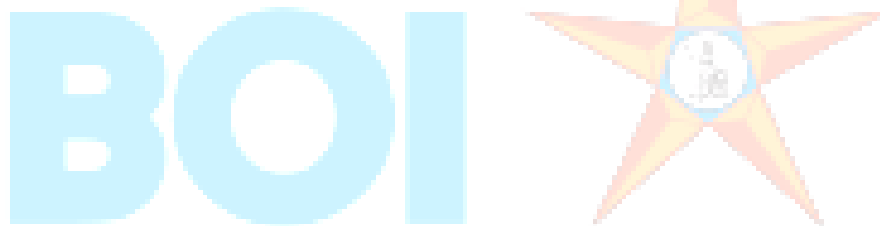
26. Variation

Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request of the sites before the installation / commissioning of the hardware.

27. Suspension of Payment to the Contractor

Bank may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

- a. Shall specify the nature of the failure; and
- b. Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension.



ANNEXURE – A

Tentative Quantity of UPS and Batteries covered under On-Site Annual Maintenance Contract at various branches/ offices in Madurai Zone.

S.No	Capacity Of	Approximate /Estimated Quantity*	AMC Rate per Unit Inclusive of all Taxes, VAT and All Charges	Total Cost
PART I	UPS and Batteries under AMC			
1	1KVA	1		
2	2KVA	1		
3	3KVA	13		
4	4KVA	1		
5	5KVA	16		
6	10KVA	3		
	Total	35		
PART II	UPS under AMC and Batteries under Warranty			
1	1KVA	0		
2	2KVA	0		
3	3KVA	14		
4	4KVA	0		
5	5KVA	18		
6	6KVA	0		
7	10KVA	0		
	Total	32		
PART III	UPS under Warranty and Batteries under AMC			
1	1KVA	0		
2	2KVA	0		
3	3KVA	6		
4	4KVA	0		
5	5KVA	4		
6	6KVA	2		
7	10KVA	0		
	Total	12		
PART III	UPS and Batteries under Warranty			
1	1KVA	0		
2	2KVA	0		
3	3KVA	5		
4	4KVA	0		
5	5KVA	13		
6	6KVA	2		
7	7.5KVA	1		
7	10KVA	0		
	Total	21		

- The quantity mentioned above is estimated and not actual quantity. 20-30% quantity may vary.
- Physical asset verification to be done by the vendor on their own cost.
- The cost of Refilling Acid, Distilled Water and other maintenance activity on UPS and Batteries to be incorporated in the UPS Cost itself based on the UPS Capacity.

The above hardware is in 18 districts of Tamil Nadu.

Ariyalur, Cuddalore, Kanyakumari, Kumbakonam, Madurai, Nagapattinam, Perambalur, Pudukottai, Ramanathapuram, Sivaganga, Tenkasi, Thanjavur, Theni, Tiruchirapalli, Tirunelveli, Tiruvarur, Tuticorin, Virudhunagar.

Authorised Signatory

Name:

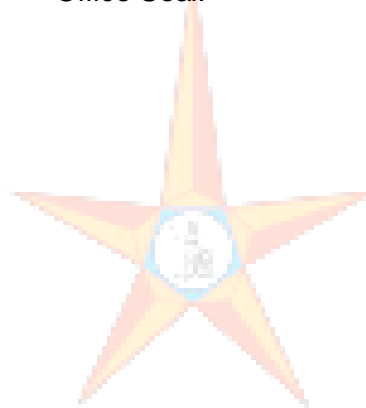
Designation:

Office Seal:

Place:

Date:

BOI



ANNEXURE – B

INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES AND DEPARTMENTS OF MADURAI ZONE.

1. NAME OF THE ORGANISATION/FIRM:

2. ADDRESS:

3. YEAR OF ESTABLISHMENT:

4. ADDRESS OF SERVICE CENTRE IN TAMIL NADU:

5. ADDRESS OF SERVICE SUPPORT OFFICE AT MADURAI:

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.



9. PERMANENT ACCOUNT NO (PAN) & DATE:

10. SERVICE TAX REGISTRATION NO & DATE:

11. CST NO &

12. TIN NO:

13. Whether registered with Registrar of Companies: YES/NO
Registrar of Firms. If YES, mention number and date.

14. a) Name and Address of Bankers:

b) Enclose Solvency Certificate from the Bankers:

15. If you are registered/empanelled/approved with any other Organization/Deptt.,Banks etc. Furnish their names, Category, work undertaken and date of registration/ empanelled.

16. Detailed description and value of AMC works done including for banks in the past at least during the last 3 years only.

(in lacs)

Name of institution	Type of equipments under AMC	When done	Value of work done.

(Enclose certificates/proofs in support of your claim)

17. Furnish the names of the organisation & the responsible representatives who will be in position to certify about the quality as well as past performance of your organisation.

18. Number of Engineers, Technical Qualified Employee employed by the Firm (All supporting documents to be provided as per

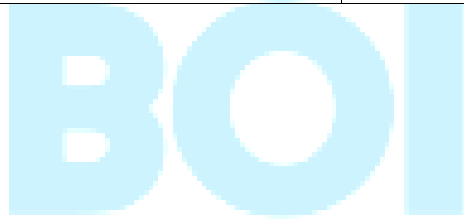
Name	Designation	Qualification	Experience	Year with the firm	Any other.

20. Name of Branch/Representative offices in Tamil Nadu.

Sr.No	Address	Name of Responsible person	Qualification of Responsible person

Place:

Date:



Signature of Proprietor/
Partner/Director with Seal.

ANNEXURE - C**PROPOSAL FORM (Commercial/Price Proposal)**
(To be included in Commercial Proposal Envelope)

Date:

To

The Zonal Manager
Bank of India
Madurai Zonal Office
Sriram Complex, Uchaparambu Main Road,
Iyer Bungalow, Madurai-625014.

Gentlemen,

Ref: Request for Proposal for Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at various branches and Department/offices of Madurai Zone.

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and carryout Annual Maintenance services, in conformity with the said Proposal documents for the sum of _____ (Total Proposal amount in words and figures as mentioned in the price bid (Annexure A) submitted by us enclosed with this letter 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 Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Bid Document. If our Proposal is accepted, we will obtain an unconditional performance guarantee of a bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract in favour of Bank of India in the form prescribed by the Bank.

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

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

Dated this day of 2024

(Signature with seal)
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

ANNEXURE - D

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offer the Annual Maintenance Contract to Bank of India, having its Zonal office at Sriram Complex, Uchaparambu Main Road, Iyer Bungalow, Madurai-625014, 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 authorisation 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:

Authorised Signatory
Name:
Designation:
Office Seal:

ANNEXURE - E

AGREEMENT FOR MAINTENANCE OF UPS AND RELATED EQUIPMENTS.

THIS AGREEMENT made _____ day of _____ 2023 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 UPS and related equipment (hereinafter called EQUIPMENT) listed in Annexure – A 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 **The contract will be effective for a period of two year from 01-11-2024 to 31-10-2026. However the PO will be initially be issued for a period of 1 year and the PO for subsequent period will be issued upon satisfactory performance.** The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

1.2 Upon termination as provided under clause 11 hereinafter or after expiration of this agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for purposes of execution of this agreement. In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, 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 Annexure A 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 Annexure A, it may involve additional maintenance charges. In the even that individual items of Equipment are withdrawn from Annexure A, 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 indicated in Annexure A attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT and TCC mentioned in the bid document. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.

2.3 The AMC charges will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports & Preventive Maintenance 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.

2.5 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 favourable 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.

2.6 THE COMPANY shall, if so desired, not less than six months in advance convey its intention to increase the charges contained in Annexure A hereto, by means of a notice in writing to Bank. Bank may agree to such increase in maintenance charges by conveying, in writing, its acceptance of such increase within three months from the date of receipt of such notice from the company.

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 i.e. from 9.30 a.m. to 8.00 p.m.) on all working days (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.

b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank shall pay to THE COMPANY an additional charge calculated on the basis of the hourly rate for providing maintenance service to equipment similar to that covered by this Agreement, subject to such hourly rate being comparable or lesser than the rates on the equivalent terms offered by THE COMPANY to any of its customers at the material time.

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 24hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 24 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. The terms and conditions pertaining to Preventive Maintenance mentioned in the RFP is applicable.

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.

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.

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 shall not 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 provided that the two parties may agree to amend charges for the maintenance service 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.

If, in any month, THE COMPANY does not fulfil the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY

will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank.

3.7 Penalties for deficiency in Service

In case of delay in resolution of the calls logged not attended within 2 hours for local and 4 hours for outstation location and resolved within 24 hours from time of call lodgement by branch/ office for all locations

Or

In case of replacement of spare parts is required for resolution of the issues, then if there is delay in resolution of calls beyond 24 hours from the date of call lodgement in case of local calls (where service centres are available) and within 100 KMS of radius and 48 hours from the date of call lodgement (two working days) for outstation.

Or

If the resolution of the call is beyond 24 hours in any case, the vendor fails to provide standby arrangement for the UPS and batteries till the unit is repaired, Penalty clause will be applied as below

- | | |
|---|-------------------------|
| • Per Day Per call | Rs.500/- per day |
| • Non Completion of PM as stipulated in RFP | AMC Amount for that UPS |

In order to avoid penalty, the vendor may provide alternate device of similar configuration in good working condition to the Bank, so that the Bank's work is not affected. To ensure availability, the vendor has to mandatorily keep a minimum of 4 standby UPS, one at Madurai, one at Tiruchirapalli, one at Cuddalore and one at Tirunelveli failing which bank may impose penalty of Rs. 10,000/- for each location. In case standby UPS is not of the same capacity as the original UPS, then penalty at the rate of Rs. 500/- per day till the lesser capacity UPS is in place will be charged.

4. FORCE MAJEURE:

4.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavours 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 notice.

5. SUBCONTRACTING:

5.1 THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement without the prior written consent of the Bank.

6. EQUIPMENT ATTACHMENTS:

6.1 Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being

performed, or unreasonably increase THE COMPANY cost of performing repair and maintenance service.

7. SECURITY:

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

8. CONFIDENTIALITY:

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

9. LIABILITY AND INDEMNITIES:

09.1 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.

9.2 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.

10. BUSINESS TERMINATION:

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

11. TERMINATION OF THIS AGREEMENT:

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

- a. Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.
- b. If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
- c. Under the provision of clause 2.4 of this Agreement.
- d. Under the provision of clause 4.1 and/or 10 of this Agreement.

- e. By giving one month's notice of such termination to the other by either of the parties to this Agreement.

12. ARBITRATION:

12.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration to be governed by the provisions of the Indian Arbitration Act.

13. GENERAL:

13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.

13.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of both parties.

13.3 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 authorised 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.

13.4 Words importing the singular include the plural and vice versa.

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

Seal of the Company affixed in the presence of Shri

(Director)

Shri

(Director)

(of the company (in accordance with the Articles of Association of the Company))

(Authorised signatory)

Bank by its representative:

(Authorised signatory)

Annexure-F

(To be included in Technical Bid in case Bid Security is in Bank Guarantee form)

BID SECURITY FORM

Whereas(*hereinafter called "the Bidder"*) has submitted its Bid dated (*date of submission of Bid*) for the AMC of the Hardware (*name and/or description of the Products/system*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of Bank*) of (*name of country*),having our registered office at (*address of Bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of the Bid validity, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive

Annexure-G

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS (Name of Bidder)
(hereinafter called "the Bidder ")has undertaken, in pursuance of Contract No.....
dated,..... 20__. To provide Comprehensive Onsite
maintenance of UPS
.....(Description of Products and Services)
(hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the SI, up to a total of

..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors (SI's Bank)

.....
Date.....

.....
.....

Address:.....

.....
.....

Annexure-H**Letter of Undertaking (On the company's letter head)**

To:

Bank of India,
Information Technology Department,
Madurai Zonal Office,
Sriram Complex, Uchaparambu Main Road,
Iyer Bungalow, Madurai-625014.

Sir,

Reg.: Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.”

Ref: Your RFP Ref. ZO:MDU:IT:HR:2024-25:61 dated 20-09-2024

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2024

Signature with company seal:

Name of Authorised Representative:

Designation:

Email:

Mobile:

Tel. No:

Fax No:

Annexure I

UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP
(To be submitted On the Company's Letter Head)

Date:

To,
National Banking Zonal Manager
Information Technology Department
Bank of India, Madurai Zonal Office
Sriram Complex, Uchaparambu Main Road
Iyer Bungalow, Madurai-625014.

Ref: RFP for Comprehensive Onsite Annual Maintenance Contract for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment floated for Bank of India pertaining to Comprehensive Onsite Annual Maintenance Contract for maintenance of for repairs, maintenance and replacement of spare parts of UPS and Batteries installed at Madurai Zonal Office and its offices and branches in Madurai Zone.

(Name)

Designation

Seal/Stamp of the Contractor

BOI

