



Siliguri Zone
Information Technology Department
1st Floor, Goyel Mansion,
Pranami Mandir Road, Punjabi Para,
Siliguri , West Bengal -734001
E-Mail Id: Siliguri.it@bankofindia.co.in

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

TENDER NOTICE

Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS Installed at various branches/ offices of BOI Siliguri Zone

Tender Reference	Bank of India, Information Technology Department, Siliguri Zonal Office
Purpose	Request for Quotations for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone
Address for Submission of Sealed Tender Quotations	Submission as per the procedure by hand delivery to the address mentioned below:- Bank of India, Siliguri Zonal Office, IT Department, 1st Floor, Goyel Mansion, Pranami Mandir Road, Punjabi Para, Siliguri – 734001, West Bengal
Earnest Deposit Amount	Rs.50,000/- (Rupees Fifty Thousands Only) favoring Bank of India A/C (name of the bidder) which will be retained for a period of 1 year for the L1 bidder
Tender Document Fees	Rs.2500/- (Rupees Two Thousands Five Hundred Only) DD to be drawn favoring Bank of India, Zonal Office, Siliguri payable at Siliguri towards Tender Document Cost as well as Participation fees which is nonrefundable irrespective of whether the tender is accepted and contract is awarded or not.

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 (Bank), 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 is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1. Bank of India, Siliguri Zone invite sealed tenders from interested and eligible UPS vendors to provide onsite maintenance service for 65 UPS of different make with different capacities (3 KVA to 12 KVA) installed at various branches / offices of BOI Siliguri Zone.

2. In this regard, a two-envelope bidding Procedure (Technical Bid and Financial Bid) in separate envelopes will be adopted. The Technical Proposal envelope should not contain any financial terms and quotations. The financial bid envelope should contain the cost details, Earnest Money Deposit and Tender Fees. In case any of the two i.e. Earnest Money Deposit or tender Fee is found missing in Financial Bid, the Bid will not be accepted.

3. The bidders are requested to note the following:

- (i) The eligible bidder should have service support office at Siliguri and preferably at the entire district Headquarters in West Bengal and Sikkim especially in Murshidabad, Malda, South Dinajpur, North Dinajpur, Coochbehar, Alipurdwar, Jalpaiguri and Darjeeling. The bidder should have an annual turnover of Rs.5 crores or above from Sales / Services / Maintenance of UPS.
- (ii) The bidder should be able to provide repair and services of all models of UPS.
- (iii) The bidder should have at least 3 years' experience of undertaking Annual Maintenance Contract of UPS in PSU Banks / Financial Institutions / Government Enterprises.
- (iv) The bidder may quote the best competitive price in the financial bid as the financial bid submitted by him will be opened to decide the L1 price.
- (v) The Bank reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons thereof.

4. Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes:

- 1. Part I covering the Technical and Qualification aspects hereinafter referred to as **Technical Proposal** and
- 2. Part II covering only the price schedules hereinafter referred to as the **Financial Proposal**.

The two parts should be in two separate covers each super scribed with the name of the Project "TENDER 2025-2026 : Proposal for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices in Siliguri Zone" as well as "Technical Proposal" and "Financial Proposal" as the case may be. Both "Technical Proposal" and "Financial Proposal" should be put in one large envelope super scribed with the name of the Project "TENDER 2025-2026 : Proposal for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices in Siliguri Zone".

Documents comprising the Technical Proposal Envelope, should contain:

- (a) Duly signed copy of the TCC (Annexure-A)
- (b) Duly filled in Technical Proposal Form (FORM-1).
- (c) Duly signed copy of Non-Disclosure Agreement (FORM-2). The forms must be duly signed by the vendor on company's letterhead.
- (d) Duly filled in Declaration Form (FORM-3).
- (e) Duly filled in Vendor Profile (FORM-4).

- (f) Duly filled in Service Support Details (FORM-5).
- (g) Copy of atleast one purchase Order of Banking Institution catered.
- (h) Copy of documents supporting the Annual turnover of a company.

Any Technical Proposal not containing the above will be rejected.

Any Technical Proposal containing any price information will be rejected.

Documents comprising the Financial Proposal Envelope, should contain:

- (a) Duly filled in Financial Proposal Form (FORM-6).
- (b) Duly filled in Price Schedule (FORM-7). The forms must be duly signed by the vendor on company's letterhead.
- (c) Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of a demand Draft or Payslip in favor of Bank Of India, Payable at Siliguri. Such Draft or Payslip should be in separate third cover marked as 'EARNEST MONEY DEPOSIT'.
- (d) Tender Fees of Rs.2,500/- (Rupees Two Thousand Five Hundred only) in the form of a demand draft or payslip in favor of Bank Of India, Payable at Siliguri.

The vendors shall seal the “**Technical Proposal**” and “**Financial Proposal**” separately and the same shall:

- (i) be addressed to the Bank at the address given; and
- (ii) Bear the Name “**TENDER 2025-2026: Proposal for On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone**” and a statement: “**DO NOT OPEN BEFORE 22-05-2025**”.

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

5. The Bidding Document may be obtained from the Bank as under:

Date of Commencement of BID Document in our Website	23-04-2025
Last Date for Submission of Sealed Tender Quotations	22-05-2025 up to 5:00 PM
Date of Opening of Quotations	Tentatively on 23-05-2025 at 11.00 AM or later date and time
Contact Details	Mr. Amit Jaiswal, Bank of India, Siliguri Zonal Office, IT Department, 1st Floor, Goyel Mansion, Pranami Mandir Road, Punjabi Para, Siliguri – 734001, West Bengal Contact No. -0353-2641718 / 8655978766 Email : siliguri.it@bankofindia.co.in

Address for Communication and submission of bid.	Bank of India, Siliguri Zonal Office, IT Department, 1st Floor, Goyel Mansion, Pranami Mandir Road, Punjabi Para, Siliguri – 734001, West Bengal Contact No. -0353-2641718 / 8655978766 Email : siliguri.it@bankofindia.co.in
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Yours Faithfully,

-sd-
(Madhur Agarwal)
Deputy Zonal Manager

Annexure-A

Terms and Conditions of Contract (TCC)

- I) The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of all spare parts without any extra payment. The Vendors, at their own cost, will be responsible for supply of all the parts that may need replacement and for replacement of parts that are defective in the UPS equipment.
- ii) **The contract will be effective and valid for a period of 1 year from the date of issuance of purchase order. The contract may be renewed further on expiry of this agreement for a period of maximum two years on yearly renewal basis if the performance of the vendor is satisfactory and if mutually agreed upon by the parties hereto. However, the bank reserves the right to terminate the contract anytime in case the performance is not found satisfactory.** The vendor will have to enter into necessary contract with the bank as per FORM 8.
- iii) The vendor shall be responsible for any loss or damage caused to any of the machines owing to 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.
- v) It is the responsibility and obligation of the vendor to provide immediate services in case of UPS breakdowns. The branches/offices of the Bank reserve the right to UPS repaired by the outsider, if the vendor fails to provide services within one day (24 hours) of complaint. The bank may claim compensation for this from the vendors. The vendor is liable to provide continued services even if the Bank uses third parties for repair work of the UPS mentioned under the AMC. If any of the UPS under the contract is unattended for a period of more than two days after receiving complaints (telephonic call or written) by the vendor a sum of Rs.500 per day per UPS is liable to be deducted from the Vendor's AMC amount.
- vi) All the maintenance services shall be provided within the AMC amount agreed upon at the time of awarding AMC. The Vendor shall provide stand by UPS facility in case of delay in repair to the existing UPS systems. The vendor shall always try to repair the UPS at the installed site only. In extreme cases only they are allowed to shift outside for repairs. While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement of the respective hardware. Vendor shall be responsible and bear all the costs in shifting of UPS, all costs including insurance, storage and transportation and related costs including damages shall be borne/arranged by the vendors and all these costs are deemed to be included in the AMC price/amount.
- vii) The location as well as the make and capacity of the UPS may change/vary. Bank reserves the right to shift any of the UPS's to any other place as per the requirement of the Bank during the contract time and the vendors should provide continued maintenance service irrespective of these changes. With mutual consent Bank may add to the above list of UPS if the service provided is satisfactory.
- viii) No advance payment of AMC charges will be made in any case. The payment will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches / departments.

- ix) The vendor is required to carry out Periodic Preventive Maintenance activities (minimum once in quarter) on all the equipment under AMC. This includes periodic cleaning and replacement of parts that are subject to wear and tear, without any cost to the bank.
- x) It shall be the responsibility of the vendor to make all the UPS systems work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the AMC contract.
- xi) The agreed upon AMC amount at the time of awarding AMC to the selected Vendors, shall be firm and fixed and not subject to adjustments during the performance of the Contract and during the contract period irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges and /or due to any type of escalations in prices. No escalation in AMC amount (due to increase costs, expenses, etc) is allowed. Vendors should bear the sole responsibility in this regard.
- xii) The vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands and/or responsibilities arising from accidents or loss of life, the cause of which is the performance of the AMC. The vendors will pay all indemnities arising from such incidents and will not hold the Bank's responsible or obliged.
- xiii) 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.
- xiv) The above act of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited.
- xv) A bank guarantee amounting to 10% of AMC value shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee.
- xvi) The AMC may be terminated with a notice of at least one month time by the bank and the AMC amount/price will be paid pro rata for the period of the existence of the contract. Further, Bank may, at any time, terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent and not providing agreed upon maintenance service under the AMC. In his event termination without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.
- xvii) 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.
- xviii) 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.

- xix) 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.
- xx) 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.
- xxi) The contract shall be interpreted in accordance with the laws of the Union of India and Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Bank's Siliguri Zonal Office falls. The governing language shall be English.
- xxii) Bidders Quotation/Bid/Proposal should be in conformity with the conditions mentioned herein above. By proposing and presenting the Price Quotation/Bid for the Tender for AMC of UPSs, the vendors are agreeing to all the Terms and Conditions of the contract and to the above mentioned.
- xxiii) 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.
- xxiv) Notwithstanding the provision of the Terms and Conditions of the Contract, the vendors shall not be liable for liquated damages, termination for default to the extent that its delay in performance or other failure to perform their obligations under the contract is the result of an event beyond the control of the vendors and not involving the vendors fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, floods, epidemics, quarantine restrictions. In case of these unforeseen events/circumstances, the Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as it's reasonably practical and shall seek all reasonable alternative means for performance not prevented by the above mentioned unforeseen events.

Bidder's Signature with Seal and Name

(As token of having read and accepted to the TCC)

FORM 1 PROPOSAL FORM (TECHNICAL PROPOSAL)

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Technical Proposal Envelope)

Date:.....

To:

The Zonal Manager,
Bank Of India, Siliguri Zone,
Information Technology Department,
1st Floor, Goyel Mansion, Pranami Mandir Road,
Punjabi Para, Siliguri – 734001,
West Bengal

Dear Sir/Madam,

Sub: Request for Proposal for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices in Siliguri Zone

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Annual Maintenance Contract, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to deliver, install, commission and maintain the system in accordance with the delivery schedule specified in **the Bid Document**.

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

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

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

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

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

Dated this day of 20.....

(Signature with seal)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORM 2 NON-DISCLOSURE AGREEMENT

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Technical Proposal Envelope)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offer the Onsite Annual Maintenance Contract for Maintenance of UPS installed at various branches / offices of Bank of India, Siliguri Zone having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the onsite maintenance contract for maintenance of UPS 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 onsite maintenance contract/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 following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

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

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said AMC of the hardware, 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.

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date:

FORM 3 DECLARATION FORM (TECHNICAL PROPOSAL)

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Technical Proposal Envelope)

Date.....

To:

The Zonal Manager,
Bank Of India, Siliguri Zone,
Information Technology Department,
1st Floor, Goyel Mansion, Pranami Mandir Road,
Punjabi Para, Siliguri – 734001,
West Bengal

Dear Sir/Madam,

Sub: Request for Proposal for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices in Siliguri Zone

We, M/s..... declare and confirm that we have not made any changes in the text of the Bid Document / Terms & Conditions.

We accept all the terms and conditions specified in the Bid Document.*

OR

Deviations, if any, have been separately spelled out by way of a letter, which is annexed to this declaration form.*

(* Strike out what is not applicable)

Dated this day of 20__

(Signature with seal)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORM 4 VENDOR PROFILE (TECHNICAL PROPOSAL)

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Technical Proposal Envelope)

1. Name Of The Organisation/Firm
2. Address
3. Year Of Establishment
4. Status Of The Firm
(Whether company/firm/proprietor)
5. Name Of Director/Partner/Proprietor 1.
2.
3.
- 6 Whether registered with Registrar of Companies/
Registrar of Firms. If so, mention number and date.
7. a) Name and Address of Bankers:
b) Enclose Solvency Certificate from the Bankers:
8. Whether registered for Sale Tax purpose. If so, mention number and date:
9. Whether an assessee of Income Tax. If so, mention Permanent Account Number:
10. If you are registered/empaneled/approved any other organisation/Deptt. Banks etc.
Furnish their names, category and date of registration/empaneled.
11. Turnover for the last three financial years :
(Furnish copies of documentary evidence)
12. Detailed description and value of works done including for banks/financial institution in the past at least during the last 3 years only (Enclose certificates/proofs in support of your claim).

Name of Institution	Type of Work Done	When done	Value of work done(Rs) (In Lakhs)

13. Furnish the names of the responsible persons who will be in In
position to certify about the quality as well as past
Past performance of your organization.

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

Name	Designation	Qualification	Experience	Year with the Firm	Any other

15. Name of Branch/Representative offices in Districts falling in Siliguri Zone (Inclusive Of Districts Like 1. MURSHIDABAD 2. MALDA 3. SOUTH DINAJPUR 4. NORTH DINAJPUR 5. COOCHBEHAR 6. ALIPURDWAR 7. JALPAIGURI 8. DARJEELING) and SIKKIM state.

City/District	Address	Name Of Responsible Person	Qualification Of Responsible Person

Place:

Date :

Signature of Proprietor/Partner/Director with seal

(Note: Where copies are required to be furnish these are to be certified copies preferably by the concerned agencies or a Government Officer.)

FORM 5 SERVICE SUPPORT DETAILS (TECHNICAL PROPOSAL)

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Technical Proposal Envelope)

Date.....

NEAREST SERVICE CENTRE					
Location	Address and Telephone No.S of the Service Center Supporting The Destinations In Col. 1	Status of Office, Working Days and Hours	Number Of UPS Engineers	Number of Administrative Staff	Value of Minimum Stock Of Spares available at all times
1	2	3	4	5	6

FORM 6 PROPOSAL FORM (FINANCIAL PROPOSAL)

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Financial Proposal Envelope)

Date: _____

To:

The Zonal Manager,
Bank Of India, Siliguri Zone,
Information Technology Department,
1st Floor, Goyel Mansion, Pranami Mandir Road,
Punjabi Para, Siliguri – 734001,
West Bengal

Dear Sir/Madam,

Subject : Request for Proposal for Comprehensive On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone

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

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in **the Bid Document**.

If our Proposal is accepted, we will obtain the guarantee of a bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, 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 written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

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

(Signature with seal)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORM 7 PRICE SCHEDULE

Ref. No. ZO: SIL: IT: AKJ: 2025-26:003

Date: 22.04.2025

On-Site Annual Maintenance Contract for maintenance of UPS installed at various branches/ offices of BOI Siliguri Zone (To be kept in the Financial Proposal Envelope)

Date: _____

S.No	Capacity Of UPS	No.of. UPS	AMC price for per UPS inclusive of all costs including GST	Total AMC price in Rupees
1.	3 KVA	49		
2.	5 KVA	10		
3.	6 KVA	1		
4.	7.5 KVA	2		
5.	12 KVA	3		
TOTAL AMC AMOUNT				

Note:

1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes, fees and all other applicable charges including GST. No increase in price quoted irrespective of any reason (including exchange rate fluctuations) whatsoever may be, shall be admissible during the Price validity Period.
2. Bank reserves right to alter the quantities specified in the tenders. Bank of India also reserves right to delete one or more items from the list of items specified in tender.
3. The Comprehensive AMC offered should cover all components including wound components and power devices. No extra charge will be given for any wear and tear components.

FORM 8 – PERFORMA OF AMC AGREEMENT

AGREEMENT FOR COMPREHENSIVE ONSITE ANNUAL MAINTENANCE OF UPS IN OFFICES / BRANCHES OF BOI SILIGURI ZONE

THIS AGREEMENT made and entered into as of the ____ day of _____ 2025 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "BANK") with its Head Office at **Star House, C-5, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051** and Zonal Office at **Bank of India, Siliguri Zonal Office, 1st Floor, Goyel Mansion, Pranami Mandir Road, Punjabi Para, Siliguri – 734001, West Bengal** which expression/shall include its successors and assigns

AND

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

WHEREAS THE COMPANY has agreed to provide and the Bank has agreed to accept from THE COMPANY, repair and maintenance service for UPS systems (hereinafter called EQUIPMENT) listed in **FORM 7** hereto as amended from time to time, subject to the Bank paying charges to THE COMPANY on the following terms and conditions specified in the request for proposal floated.

In consideration of the AGREEMENT it is agreed between the parties as below:

1. COMMENCEMENT AND TERM:

1.1 This agreement is effective and valid for the period of 1 year from ____ / ____ / 2025 to ____ / ____ / 2026. The contract may be renewed further on expiry of this agreement for a period of maximum two years on yearly renewal basis if the performance of the vendor is satisfactory and if mutually agreed upon by the parties hereto. However, the bank reserves the right to terminate the contract anytime in case the performance is not found satisfactory.

1.2 Upon termination as provided under clause II 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, non-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 FORM 7 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 FORM 7, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from FORM 7 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 FORM 7 attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

- 2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in FORM 7.
- 2.3 The AMC charges will be released on quarterly basis, subject to the vendor submitting to the Bank, "Satisfactory Service Reports" from ALL the user branches / offices – signed by branch head with branch seal with due deductions of penalty if any for the delayed / denial of services and no advance payment shall be made by the Bank.
- 2.4 The Bank may decide to add or remove UPS systems from the AMC at any point of time during the contract. Payment for any inclusion / deletion of UPS systems during the AMC period will be calculated on pro-rata basis.
- 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 favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.
- 2.6 THE COMPANY, shall, during the period of the contract will not increase the charges. The annual maintenance cost shall be paid in Quarterly installments within thirty (30) days from the date of completion of respective quarter or submission of invoice whichever is later, subject to satisfactory services rendered and provided all documents are in order i.e. Satisfactory service reports, Preventive Maintenance report etc. from the date of AMC at the rates indicated in the agreement.
- 2.7 The invoices of AMC shall be inclusive of all taxes which shall be payable at the extant rates as notified by the government from time to time.
- 2.8 In case THE COMPANY is not able to accept the contract after it is awarded to him or he is not able to do the work to the Bank's satisfaction 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.
- 2.9 The above act (2.8) of backing out would automatically debar THE COMPANY from any further dealings with the Bank and the EMD amount / Bank Guarantee amount would also be forfeited.

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:
- 3.2 THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours i.e. from 9.00 a.m. to 7.00 p.m. on all working days. 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. The contract will be

on comprehensive onsite basis inclusive of repairs and replacement of spare parts without any extra payment.

- 3.3 THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank / email sent, within 2 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.2 above.
- 3.4 THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same (excluding actual travel time from District Headquarters).
- 3.5 THE COMPANY will accomplish preventive and breakdown maintenance activities to ensure that all UPS execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked out on quarterly basis. If any critical component of the entire configuration is out of service for more than a day, THE COMPANY shall either repair the defective unit within 24 hours or immediately replace the defective part or the unit at its own cost. If resolution of calls is not provided even after 24 hours from the time of call logging, the penalty would be levied @ Rs 500 per day per pending call. In order to avoid penalty the vendor may provide alternate UPS temporarily in good working condition so that bank work is not affected.

4. PREVENTIVE MAINTENANCE:

- 4.1 THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and 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.
- 4.2 All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- 4.3 The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Company's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Company's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.
- 4.4 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY; and the parts replacing the withdrawn parts shall become the property of Bank.

- 4.5 THE COMPANY maintenance personnel shall, subject to clause 8 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 4.6 THE EQUIPMENT shall not be shifted to an alternate site and installed there by the Bank during the currency of this Agreement without prior written notice to the COMPANY. However, if Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE COMPANY shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and THE COMPANY shall provide necessary assistance to Bank in doing so. 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.
- 4.7 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.
- 4.8 If, in any month, THE COMPANY does not fulfil the provisions of clauses 3.4, 3.5, Bank is not obliged to release only the proportionate maintenance charges for that month, without prejudice to the right of the bank to terminate the contract as per the provisions of clause 12 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.

5. FORCE MAJEURE:

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

6. SUBCONTRACTING:

- 6.1 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.

7. EQUIPMENT ATTACHMENTS:

- 7.1 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.

8. SECURITY:

8.1 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. The company also agrees that it shall have its own insurance policy to cover transportation and other risks during period of repair when the components / units / peripherals remain out of branch premises.

8.2 THE COMPANY shall perform entire work of maintenance / repair under the supervision of the Bank staff unless permitted otherwise.

9. CONFIDENTIALITY:

9.1 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.

9.2 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.

10. LIABILITY AND INDEMNITIES:

10.1 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 do the indemnify the Bank from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

10.2 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.

10.3 THE COMPANY will not enter into a franchisee contract with another vendor without seeking the prior permission of the Bank. The liability of performance in terms of the contract entered into with the Bank will impose on the main vendor and not with the sub vendor. The sub vendor shall be liable for performance in accordance with the contract entered into with the main vendor. The liability for breaching any of the terms of the contract will impose on main vendor.

11. BUSINESS TERMINATION:

11.1 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.

12. TERMINATION OF THIS AGREEMENT:

12.1 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, 2.2 or 2.4 above.
- c) Under the provision of clause 5.1 and/or 11 of this Agreement.
- d) By giving one month's notice of such termination to the other by either of the parties to this Agreement.
- e) Notwithstanding anything mentioned above Bank reserves the right to impose penalty and terminate the agreement, in case of failure by the vendor to provide satisfactory services to the Bank.

13. ARBITRATION:

13.1 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.

14. GENERAL:

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

14.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties. With the consent of the Company, Bank may incorporate changes to Terms and Conditions of Contract and this agreement, with retrospective effect, by giving 15 days' notice.

14.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE

ABOVE MENTIONED 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)

(Authorized signatory)

Bank by its representative: **(Authorized signatory)**