



Information Technology Department  
3<sup>rd</sup> Floor, Bank of India building,  
S.V.Patel Marg, NAGPUR- 440 001

Phone:- 0712-2520144; Fax:- 0712-2520558

Mail ID: Nagpur.IT@bankofindia.co.in; zo.nagpur@bankofindia.co.in

Ref. No : ZO/IT/VR/2025-26/050

Date: 06-08-2025

### NOTICE INVITING TENDER

**Comprehensive onsite maintenance contract For 12 months from 16-09-2025 to 15-09-2026  
maintenance of UPS and Batteries installed at our Zonal Office and various Branches in Nagpur**

We hereby invite sealed tenders from interested and eligible UPS and Battery Vendors to provide Comprehensive maintenance services for UPS along with their Batteries, of different make and model and with different capacities, installed at our Zonal Office and various branches in the state of Nagpur.

<b>IMPORTANT INFORMATION :</b>	
Date of Commencement of BID Document in our Website	
Last Date for Submission of Sealed Tender Quotations	
Contact Details	Mr. Vaibhav Ramteke (9881184949)
Nature of AMC	Comprehensive
AMC Period	16-09-2025 to 15-09-2026
Date of opening of Technical Bid	1 day after last day of submission of tender
Date of opening of Financial Bid	5 days after opening of technical bid of tender
Address for Communication and submission of bid.	Bank of India Zonal Office, Nagpur Zone, Information Technology Department 3 <sup>rd</sup> floor S.V Patel Marg Nagpur - 440001. E-Mail Id: <a href="mailto:Nagpur.It@bankofindia.co.in">Nagpur.It@bankofindia.co.in</a>
Bid Validity Period	90 Days
Tender Document Fees	Rs 1000 (DD to be drawn favoring " Bank of India" payable at Nagpur 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.
Earnest Deposit Amount	Rs.50,000/- (Rupees Fifty Thousand Only) favoring Bank of India A/C <Name of the Vendor> which will be retained for the period of 1 Year for the L1 Vendor
Validity of Work Order	One year from The date of Work order with provision to extend by two more years based on Vendor Performance

Classification: Internal



The sealed cover containing Technical Bid Envelop and Financial Bid Envelop super scribed as **"TENDER FOR MAINTENANCE OF UPS and Batteries of Zonal Office and various branches of Bank of India in Nagpur"**, should be delivered by hand delivery / speed post / registered post / courier to "Bank of India, Zonal Office, Nagpur Zone, Information Technology Department, 3<sup>rd</sup> floor S.V Patel Marg, NAGPUR - 440 001, so as to reach on or before **21-08-2025 by 4 p.m.** Any proposal/ tender received after the prescribed submission time and date as mentioned above is liable to be rejected and returned to the Vendor.

Bank of India, Nagpur Zone (hereinafter referred to as "Bank") reserves the right to change the qualifying criteria at its discretion as well as to accept or reject any or all tenders submitted without assigning any reason thereof. Bank reserves the right to cancel the tender without assigning any reasons whatsoever. Bank's decision shall be final and binding in all regards.

Please also note that this is only an enquiry and without any commitment on the part of the Bank to place the order with you for any type of contract/agreement. Further details of tender if any are available with the Information Technology Department, Bank of India Nagpur Zonal Office. Interested vendors / Vendors may refer the Bank's website for the tender information.

**AMC will be valid for a period of 12 months from 16-09-2025 to 15-09-2026. The AMC can however be terminated prematurely at the discretion of the Bank for deficiency in services. The AMC Period for one year from the date of work order with provision to extend by two more years in case the service has been satisfactory.**

**In case we find that the one vendor will not be able to take care of Comprehensive AMC for all the UPS and Batteries, we may divide branches between L1 and L2 vendors also.**

The rate should be quoted "per UPS" and "per battery" for one year as per the enclosed preform.

Minimum one visit has to be made to each branch in each quarter for preventive maintenance for UPS, water supply to the batteries and proper cleaning of the battery heads to avoid rusting. Every quarter, Vendor need to provide AMC report along with the **Digital Photograph** of the site under maintenance. Annual Maintenance Contract Amount shall be payable in equal quarterly installments after the completion of the respective quarter upon demand from the Vendor along with the Preventive Maintenance report and Digital Photographs (Soft Copy) for each branch as mentioned above.

The quantity of UPS and batteries under AMC could be subject to variation by + or - 15%. The AMC of UPS shall be **COMPREHENSIVE** in nature. However, replacement of batteries shall not be included in this.

All the Vendors/ tenderers are expected to read and understand the terms and conditions of the Contract as detailed out in the foregoing paragraphs before furnishing their quotations. No change or violation of the aforesaid terms and conditions are permissible once quotations are accepted by this Office. Tenders without tender fee will not be considered.



Classification: Internal



After technical evaluation, Price Bids of only those Vendors will be opened who fulfill the Technical Criteria as laid down by the Bank. The Contract shall be subject to the Indian Law and the jurisdiction of the Courts in Nagpur.

#### ELIGIBILITY CRITERIA :

The vendors fulfilling the following criteria are eligible to participate in the tender process.

Sr. No.	Particulars of criteria
01	The vendor's organization should be a reputed one with service support office at Nagpur. They should provide one local Single Point Of Contact for all UPS and Batteries issue.
02	The firm or the company of the Vendor should be in existence for over 3 years in the trade. The Vendor should have a previous UPS and Battery maintenance contract with PSU Banks / Government Departments/ Public Undertaking/ Autonomous Body /Corporates, the total annual value of which should not be less than Rs.10 lakhs (Excluding taxes) AMC value should be substantiated through Work Orders issued to the Vendor.
03	The Vendor must submit minimum two satisfactory performance certificates against latest UPS and Battery AMC services contracts completed, from PSU Banks / Government Departments/ Public Undertaking/Autonomous Body/Corporates preferably located at Nagpur. Without these certificates the bid will be summarily rejected.
04	The Vendor should be able to provide onsite repair and services for all models of UPS and Batteries.
05	Balance Sheets and Income tax returns for the last three financial years must be attached.
06	<p>The Vendor shall be required to deposit an amount of Rs.50,000/=(Rupees Fifty Thousand Only) as earnest money in the form of a demand draft drawn in favor of Bank of India A/C &lt;Name of the Vendor&gt; payable at Nagpur. Bids not accompanied by the requisite earnest money would be rejected. The EMD is required to protect the Bank against the risk of Vendor's conduct, which would warrant the EMD's forfeiture. The EMD of the unsuccessful Vendors shall be returned within 2 weeks from the date of bid finalization.</p> <p>The EMD may be forfeited:</p> <p>a) If a Vendor withdraws his Bid after becoming L1 and not accepting the Work Order;</p> <p style="text-align: center;"><b>OR</b></p> <p>b) If a Vendor submits any statement or form which turns out to be false / incorrect at any time prior to signing of Contract;</p> <p style="text-align: center;"><b>OR</b></p> <p>c) In the case of a successful Vendor, if the Vendor fails to furnish Performance Bank Guarantee</p>
07	The successful Vendor will be required to furnish Performance Guarantee in the name of Bank of India, Nagpur Zone for an amount equal to 10% of the contract value, with a claim period of 12 months from the date of expiry of the performance guarantee. This will be released to the vendor on successful completion of the contract.



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08	The EMD will be forfeited and also the Performance Guarantee will be revoked in case the successful Vendor dishonors his bidding commitments. Further, in case of forfeiture of the EMD or forfeiture of the Bid Security along with revocation of the Bank Guarantee, the Vendor would be debarred from participating in the next 3 eligible tenders.
09	The Vendor should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST Number, copy of job orders pertaining to annual maintenance contract of UPS and Batteries awarded in the preceding last three years.
10	The vendor should be able to provide minimum One service support engineers for Gadchiroli block*, One service support engineers at Bhandara block, One service Engineer at Gondia block, and Two engineers for Nagpur Block *. These Engineers should be specially working for Bank Of India Nagpur Zone. There should be one Call Coordinator at Nagpur who will arrange the engineers for branch issues and provide daily updates via mail to Nagpur IT.

The Technical Bid should contain the following documents as listed below to be submitted in a sealed cover written on it as **"Proposal for comprehensive AMC of UPS and Batteries not to open before 21-08-2025"** addressed to the Tender Committee, Bank of India, Nagpur Zonal Office 3<sup>rd</sup> floor S.V Patel Marg, NAGPUR 440001.

Sr. No.	Particulars
01	Tender Document with Vendor's signature with firm's/ company's seal and name as token of having read and accepted all terms and conditions mentioned therein.
02	Proof of UPS and Battery maintenance contract with PSU Banks/ Government Departments/ Public Undertaking/Autonomous Body/Corporates, the total annual value of which should not be less than Rs.10 lakhs.(Excluding taxes) AMC value should be substantiated through Work Orders issued to the Vendor.
03	Minimum two satisfactory performance certificates against latest UPS and Battery AMC services contracts completed, from PSU Banks/ Government Departments/ Public Undertaking/Autonomous Body/Corporates located at Nagpur.
04	Self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST Registration Number and TIN of the Vendor firm/company. Complete contact details like Telephone Numbers, Mobile Numbers, Fax Number, Email id, Office Address, Name of Contact Person, PAN of the Vendor firm/company, Service Tax Registration Number of the Vendor firm/company, typed on the letterhead of the Vendor firm/company and duly signed with Seal by a person competent and having power of attorney to bind the Vendor firm/company.
05	Authorization letter for the person attending the technical bid and the financial bid on behalf of the Vendor firm/company. Authorization letter must be signed by the competent person having power of attorney to sign on behalf of the Vendor firm/company.
06	Self-certified copies of KYC documents of the Signatories and Competent Authorities of the Vendor firm/company.
07	Service Support Details including call coordinator details (Form 2) signed by the competent persons of the Vendor firm/company.
08	Balance Sheets and Income Tax Returns for the last three years

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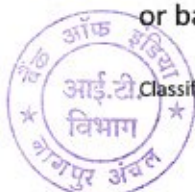


09	Tender Fee (non-refundable) of Rs.1000/= in the form of a Demand Draft in favor of Bank of India, payable at Nagpur.
10	Earnest Deposit Amount of Rs.50,000 (Rupees Fifty Thousand Only) favoring Bank of India A/C <Name of the Vendor>

The Financial Bid should be submitted in a separate sealed envelope super scribed “**Financial Bid for comprehensive AMC of UPS and Batteries not to open before 21-08-2025**” addressed to the Tender Committee, Bank of India, Nagpur Zonal Office, Information technology department, 3<sup>rd</sup> floor S.V Patel Marg, NAGPUR - 440 001.

#### **NATURE OF THE CONTRACT:**

1. The said contract pertains to all types of **Comprehensive** maintenance of UPS systems and maintenance of Batteries installed at our branches/ offices. Vendors to note that the batteries attached to the UPS should also be maintained. Branch must be operational at any cost by providing standby UPS. **If UPS/Batteries are under warranty, the Vendor have to provide standby UPS/Batteries within 24 hour and lodge a call with respective Vendor/Supplier. Vendors has to make sure that Branch is not down due to any UPS or Battery issue.** Minimum one visit in each quarter has to be made to each branch for preventive maintenance of UPS including change of Capacitors wherever required, for water supply to the batteries and proper cleaning of the battery heads to avoid rusting. Every quarter, Vendor need to provide AMC report along with the **digital photograph** of the site under maintenance without which payment will not be given.
2. The tentative list of branches where these UPS/batteries are presently installed in our branches along with capacity of the UPS with Batteries are enclosed as per Annexure I.
3. In case we find that the one vendor will not be able to take care of Comprehensive AMC for all the UPS and Batteries, we may divide branches between L1 and L2 vendors also.
5. The branch wise list of UPS and Batteries provided with this tender document is tentative and vendor should deploy their service engineers to all the branches of our zone as per details provided in Annexure-I to list out all the available UPS and Batteries (dead and working) and any additions/deletions/modifications shall be intimated to us immediately so that the master data of all the branches can be properly updated at our end and share the same with the vendor to avoid issues like UPS and Batteries mismatch/ UPS and Batteries not found/ UPS and Batteries not in use etc.
6. The location, capacity and the make of the UPS may change/vary. Bank may cut down number of UPS /Batteries from the above list. With mutual consent Bank may add to the above list of UPS and Batteries. Bank reserves the right to shift any of the UPS to any other place/branch as per the requirement of the Bank during the contract time and the Vendors should provide continued maintenance service irrespective of these changes at the same agreed rates. Initially the maintenance contract will be for One year which may be renewed further as per terms and condition.
7. Vendors has to maintain a sheet which contains the details of UPS, batteries and its specification with the location. Vendors need to take permission from Zonal IT Nagpur before exchanging any UPS or batteries from one branch to other.



Classification: Internal



## TERMS AND CONDITIONS OF THE CONTRACT

The broad terms and conditions of the said Annual Maintenance Contract are as under.

1. AMC pertains to the maintenance of the UPS systems & batteries and providing spares required for the repairs. Spare parts include all parts that find part of the UPS system and will not include all external cables, batteries, power transformers etc., The Vendors, at their own cost, will be responsible for supply of all the parts that may need replacement and for the replacement of the parts if the new parts are of equal quality and value in comparison with the old parts with a separate consent of the Bank. If UPS/Batteries are under warranty, the Vendor have to provide standby UPS/Batteries and lodge a call with respective Vendor/Supplier.
2. It is the responsibility and obligation of the vendor to provide immediate services in case of UPS breakdowns. The branch/office of the bank reserves the right to get the UPS repaired which are under AMC by outside parties, if the vendor fails to provide services within one day (24 hours) of complaint. The bank may claim compensation for this from the vendor.
3. 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 one day** after receiving complaint (telephonic call or written) by the Bank, a sum of Rs. 500 per day is liable to be deducted from the Vendor's AMC amount. In case batteries are removed or less KVA UPS is connected and old UPS is not repaired within 3 days a penalty of Rs. 500 per day will be taken till issue is resolved.

Call Lodge Time	Penalty Per Day
>24 Hours	Rs 500 per day
In case of battery removal, less KVA UPS change	Rs 500 per day after 72 hours

4. 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. Vendor shall be responsible and bear all the costs involving in shifting of UPS in case of repairing requires shifting of the UPS to other places (where vendor is required to transport the said UPS to any destination whether branches or offices of Bank of India, repairing shop and to the place of the Vendor for repair), all the costs including insurance, storage and transportation and related costs including damages shall be borne/arranged by the vendor and all these costs are deemed to be included in the AMC price/amount. If immediate rectification cannot be done, Vendors should provide standby UPS system before shifting the UPS system from the branch.
5. The location as well as the make of the UPS may change/vary. Bank reserves the right to shift any UPS 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



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changes. With mutual consent Bank may add to the above list of UPS if the service provided is satisfactory.

6. In any case, the vendor shall not bypass the UPS connection. If the same is done, any damage to Bank's property will be recovered from the vendor.
7. The Vendors shall not assign in whole or part, its obligations to perform under the Contract, except with the Bank's prior written consent.
8. Minimum one visit has to be made to each branch in each quarter for preventive maintenance for water supply to the batteries and proper cleaning of the battery heads to avoid rusting. Every quarter, Vendor need to provide AMC report along with the **Digital Photograph** of the site under maintenance. Annual Maintenance Contract Amount shall be payable in equal quarterly installments after the completion of the respective quarter upon demand from the Vendor along with the report for each branch as mentioned above
9. The selected vendor should station minimum 5% of the total UPS systems as standby support in the zone.
10. At the termination of the Contract, the vendor shall submit written reports from each branch that the UPS under the AMC are working, usable and satisfactory condition before claiming the payment of AMC amount.
11. The agreed upon AMC Amount at the time of awarding AMC to the selected vendors, shall be firm and fixed and not subject to adjustment during performance of the Contract and during contract period irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges and/or due to any type of escalation in prices. The contracted AMC amount is payable to the vendor for the full and proper performance of the contractual obligations. No escalation should bear the sole amount (due to increase in cost expenses etc.) is allowed. Vendors should bear the sole responsibility in this regard. The bidders are requested to quote the amount which is exclusive of all the taxes and costs. Specify the taxes applicable separately in table provided in FORM-1. No other taxes, expenses and charges are payable. **Tender shall be finalized on the basis of amount quoted exclusive of taxes.**
12. The vendor/supplier cannot award sub-contractors to others under the said AMC. If at all the situation warrants, the supplier/vendor shall notify the bank in writing of all the subcontracts awarded under the Contract. Such notification shall not relieve the vendor/supplier from any liability and/or obligation under the AMC. Sub-contract shall be only for bought out items and sub-assemblies. Sub-contracts must comply with the provisions of the Terms of AMC. Free maintenance services, including preventive maintenance services shall be provided by the vendor during the period of the said AMC. In all cases, vendors will be solely responsible for receiving and attending the calls from our branches and offices.



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13. The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract. The vendor 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 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 vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obliged. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The Vendor 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 prior written approval of the Bank.
14. 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 on pro rata basis 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 services under the AMC. In this event, termination will be 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.
15. Notwithstanding the provision of Terms and Conditions of the Contract, the Vendor/s shall not be liable for liquid 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 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 condition 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 is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the above mentioned unforeseen events.
16. Each offer should specify only a single solution, which is cost-effective and meets tender specifications and should not include alternatives. The price quoted must be inclusive of all taxes, charges and costs. The accepted price will be valid for 1 year from the date of award of contract (AMC). The AMC can be extended to another 1 year if the performance of the vendor is satisfactory. Bank may at its discretion and as per the need select one or two quotes from the Vendors, say – can accept the 2 KVA bid from one vendor and 3KVA bid from other vendor and/or the bank reserves the right to award the AMC to any single vendor if it finds that overall quoted rates (summarized) for all types of UPS is low and is economical for the bank. The Bank may, at its discretion, award the Annual Maintenance Contract to the shortlisted vendors depending upon the Bid Price, Past Experience and Reputation of the vendors. Bank reserves the right to cancel the tender without assigning any reasons whatsoever.



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17. In case if more than one vendors are allotted, Bank reserves the right to allocate specific branches/regions to specific vendors.
18. If in any case, the Bank is not satisfied with the performance/behavior of an engineer, Bank reserves the right to refuse the service from that engineer and the vendor is obliged to allot/recruit/replace another engineer.
19. The Contract shall be intercepted in accordance with the laws of the Union of India and Bidder shall agree to submit to the courts under whose jurisdiction the Bank's Nagpur Zonal office falls. The governing language shall be English/Hindi.
20. All the signatories representing the Vendors/Bidders shall invariably fulfill KYC norms. They should submit all KYC forms such as Passport size photograph, Identity Card (Pan Card/Aadhar Card/Voter ID/Driving License) and Latest Address proof.
21. Bidders Quotation/Bid/Proposal should be in conformity with the conditions mentioned herein above. By proposing and presenting the Price/Quote/Bid for the Tender of AMC of UPS, the vendors are agreeing to all the Terms and Conditions of the Contract and to the above mentioned.
22. The travelling and transportation charges will not be borne separately by the Bank.
23. Vendor should mention the list of parts that the vendor will not covered in the AMC contract, along with the tender application.
24. Price of the parts to be replaced (mentioned in the list given by vendor as per point 21 above) shall be informed/ confirmed before replacing. The parts have to be replaced only after obtaining a written/e-mail conformation from BOI Zonal Office officials.
25. The AMC will also include cleaning and maintenance of the Solar Panels and Solar UPS systems at branches.

### **Payment Terms**

1. Payment will be processed on quarterly basis only after submission of Invoices, Preventive Maintenance Reports and Digital Photographs
2. Invoices should be submitted within 15 days of completion of quarter (3 months).

**Deputy Zonal Manager  
Nagpur Zone**

**Bidder's Signature with Seal and Name**

**(As token of having read and accepted the Terms & Conditions)**

Classification: Internal





# Proposal Form (Financial Bid)

Form-1

The Zonal Manager  
Bank of India  
Zonal Office  
Nagpur  
Sir,

Having examined your Tender Notice and Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Annual Maintenance Services to you Uninterrupted Power Supply Systems, in conformity with the said Tender Documents for the under mentioned sum of amounts or such other sum as may be ascertained in accordance with the tender process, with respect to the Annual Maintenance Contract for the maintenance of UPS and Batteries installed at various offices of your bank.

Sr. No	Particulars	Approximate Quantity	Amount Per Piece	Total Amount (Exclusive of Tax) per Annum
1	1KVA	10		
2	2KVA	35		
3	3KVA	10		
4	5KVA	60		
5	10KVA	1		
6	Batteries (for individual battery)	1500		
	<b>TOTAL (Excluding Taxes)</b>			
	Taxes Applicable			

We undertake, if our proposal is accepted, to provide uninterrupted maintenance services in accordance with your Tender Documents. 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 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 proposal you may receive

Dated this ..... day of..... 2022.

(Signature and Seal)



Classification: Internal



# Authorization Form

Form-2

The Zonal Manager  
Bank of India  
Zonal Office  
Nagpur

Sir,

We \_\_\_\_\_ who are established and reputed vendors for UPS systems having facilities/workshops/offices at \_\_\_\_\_ (address of the head office of the vendor) do hereby authorize \_\_\_\_\_ (Name and address of the Agent) to submit the Bid/Proposal, and sign the contract with you against the above Proposal.

We are continuously providing UPS maintenance services to various reputed organizations in and around (Nagpur)

We hereby extend our full guarantee and warranty for the goods and services offered by the above firm/agent against this proposal and in conformity with your Tender Documents

Yours Faithfully

Name of the Signatory:

Name of the Vendor/Firm/Co/Manufacturers

Contact:



Classification: Internal



# Service 3

## Support Details

Form-

The Zonal Manager  
Bank of India  
Zonal Office  
Nagpur

Location	Name of Engineer	Address of Service Support Office	Mobile Number Of Service Support Engineer	Whether own or franchise	No of Administrative staff at location	Details and value of stock and spares available at location
<b>For Call Coordinator</b>						

Yours Faithfully

Name of the Signatory:

Name of the Vendor/Firm/Co/Manufacturers

Contact:



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**TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES, OFFICES OF NAGPUR ZONE**

Srl.	Item	Estimated Count	Rate per unit per annum incl. GST	Cost of AMC for mentioned count
1	2	3	4	5 (3X4)
i)	2 KVA / 3KVA UPS of Numeric make	9		
ii)	2 KVA / 3KVA UPS of Target make/ D.A. Power make	25		
iii)	2 KVA / 3KVA UPS of Dolphin Make	6		
iv)	2 KVA / 3KVA UPS of Profile make	2		
v)	5 KVA UPS of Numeric make	2		
vi)	5 KVA UPS of Dolphin Make	3		
vii)	5 KVA UPS of Power Gun Make	4		
viii)	5 KVA UPS of Profile make			
ix)	5 / 6 KVA UPS of Target make/ D.A. Power make	31		
X)	7 KVA UPS of Target make/ D.A. Power make	3		
xi)	10 / 12 / 15 KVA UPS of A Z Electronics make	1		
xii)	10 / 12 / 15 KVA UPS of Dolphin Make	1		
xiii)	10 / 12 / 15 KVA UPS of D A Power make	1		
xiv)	130 Ah Batteries of Exide make	444		
xv)	130 Ah batteries of Rocket make	299		
xvi)	In case the UPS/Batteries are NOT under AMC, the charges for such calls on basis for 12 visits.			
xvii)	In case batteries are to be hired for temporary period, rent per day per battery for 90 days.			
GRAND TOTAL From Sr. No. ( i to ix)				
Grand Total in Words Rs.				

- The quantity mentioned above is estimated and not actual quantity. Quantity may vary ( $\pm$ ) 20%-30%. AMC payment will be made on agreed item-wise per piece basis. **Bank may include UPS and batteries which are going to be expired in next three years and vendor has to incorporate the same under the AMC.**
- **Before entering into agreement, physical asset verification to be done by the vendor at their own cost.**
- Price quoted is inclusive of GST. Payment will be made against invoice, after deducting applicable TDS. The Invoice must accompany proof of payment of relative taxes to respective Government Departments, if already paid. If the dues are payable on a subsequent date, the



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same must be submitted to the Bank within 5 working days of payment by the vendor to the Government Authorities.

- Asset tagging with laminated Company sticker bearing contact No. & mail ID to be undertaken for identifying the assets under AMC.
- L1 bidder will be decided on the basis of grand total of ITEM (i) & ITEM (ix).

The above UPS and batteries is in the branches and Offices in Nagpur Zone, in the Districts of 1.NAGPUR, 2.BHANDARA, 3.GONDIA, 4.GADCHIROLI.



## NON-DISCLOSURE AGREEMENT

**WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to Bank of India, having its Zonal office at 3<sup>rd</sup> floor S.V. Patel Marg Nagpur 440001, 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 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 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.

### Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Classification: Internal





## AGREEMENT FOR MAINTENANCE OF UN-INTERRUPTIBLE POWER SUPPLY SYSTEMS & BATTERIES

THIS AGREEMENT made       day of       2022 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression/shall include its successors and assigns and

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

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

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the computer / electronic equipment (hereinafter called EQUIPMENT) listed in Annexure - A hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

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

### 1. COMMENCEMENT AND TERM:

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

1.2 Upon termination 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, 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 event that



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individual items of EQUIPMENT are withdrawn from Annexure A, as described herein, then an money prepaid on such EQUIPMENT shall be held to the credit of Bank 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. 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' from all the user branches/departments 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 prorata basis.
- 2.4 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.
- 2.5 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:



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- 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 9.00 a.m. to 7.00 p.m. (other than bank holidays). In cases where unserviceable parts (Inverter Card) 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. Provided that if THE COMPANY is required to replace consumables,
- b) THE VENDOR has to agree that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) in such event no extra charges shall be payable by Bank to THE VENDOR.
- c) 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.
- d) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.
- e) 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.
- f) 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.
- g) 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.
- h) Preventive Maintenance : 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

- i) Scheduled time to a date and time not later than 15 working days thereafter.
  - j) 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.
  - k) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
  - l) 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.
- 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 parts replacing the withdrawn parts shall become the property of Bank.
- 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. 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.
- 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.



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- 3.6 If, at any month, THE COMPANY does not fulfill 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.

**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 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.

**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.



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## **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:**

- 9.1 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:



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- 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. 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 authorized 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 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.
- 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.



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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)**

**----- End of document -----**





