



BARASAT ZONE

**Block- DD 2, Sector 1, Salt lake
IT Deptt, 2nd Floor, Kolkata 700064**

REQUEST FOR PROPOSAL

FOR

**Empanelment of Vendors for Procurement of UPS Systems /UPS Batteries &
Comprehensive on-site Maintenance Contract of UPS Systems at various
Branches/Departments/Offices under BARASAT Zone**

Ref : ZO:IT:SG:2024-2025:005 Dated 18-04-2024

Introduction and Disclaimer

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

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.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

PRE-QUALIFICATION & BID INVITATION

BANK OF INDIA, BARASAT Zone wishes to empanel vendors for procurement of UPS Systems/ UPS battery & Comprehensive Onsite Maintenance of Uninterruptible Power Supply (UPS systems) installed at various branches/departments / Office in our Zone [for next three financial years, i.e. up to Financial Year 2026-2027.](#)

Invites sealed tenders are invited for empanelment of vendors for procurement of UPS Systems & Comprehensive Onsite Maintenance of Uninterruptible Power Supply (UPS systems) installed at various branches/departments / Office in our Zone.

Eligible Criteria

- i. [Bidders having full-fledged registered Office, Service Centre in Kolkata \(near Kolkata\) and Nadia district in WB](#) with main business of Maintenance of UPS systems in Financial Sector / Insurance Sector / Banking Sector in West Bengal with an annual turnover of [Rs 50 lakh or above for the financial year 2023-24 and 2022-23 and 2021-22.](#) The proof of turn over must be attached in form of balance sheet & Profit loss a/c with CA Certificate mandatorily. Vendor shall not have any Discouraging /Adverse report against their past performance.
- ii. [Satisfactory Service report from minimum two Nationalized Banks and two nationalized insurance Sector from RO / ZO/ Circle Office of West Bengal only in last two years](#)
- iii. Bidder should have valid GST number
- iv. OEM Authorized certificate / partner
- v. Preference will be given to the bidders if registered in GEM portal
- vi. Bidder should have a trade license and WB GST number in West Bengal
- vii. Bidder should have minimum 15 Support Service staff / engineer to maintain UPS systems.
- viii. Bidder should have a permanent call lodge number and email and the call center must be present from west Bengal only. No toll free or central number accepted outside WB.
- ix. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- x. [The list of UPS vendors/ UPS battery suppliers already in AMC/supplied with BANK OF INDIA Barasat Zone or any other zone in West Bengal for the financial year 2022-23, 2023-24 are already empanelled and the above mentioned criteria is not applicable for them.](#)
- xi. [The empanelment of vendors does not guarantee for AMC of UPS/supply of new UPS or supply of batteries/ participation in tender process in GEM or any other mode throughout the empanelment period and it will be at the sole discretion of the bank only.](#)
- xii. **Last date of submission: 29-04-2024, 4 PM and complete Tender to be dropped in the Tender Box/office placed at above address. Tender by Post shall not be accepted.**

VENDOR PROFILE

The Zonal Manager,
Bank of India,
Barasat Zone.

1. NAME OF THE ORGANISATION/FIRM

2. Office Address

3. YEAR OF ESTABLISHMENT

4. Register Office address at Kolkata / Near Kolkata

5. Name and Address of Bankers:

6. GST Certificate.

8. Whether an assessed of Income Tax. If so, mention permanent account Number. Furnish copies of Income Tax clearance certificate.

11. Whether ISO Certified? (Furnish copies of documentary evidence)

12. Detailed description and value of works done (UPS AMC) incl. for banks in the past

Rs. Lacs

Name of Institution	AMC	Period in last three years	Value of work done

(Enclose certificates/proofs in support of your claim)

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

14. No. of Employee, if any

Name	Mobile number	PD / ESI / Employ number	Experience	Year with the Firm

16. Contract Person Name & Mobile number Email id

Contract Person Name	Mobile number	Email id

17. Whether willing to take AMC work

18. All credentials as mentioned in the Bid

PLACE:

DATE :

SIGNATURE OF PROPRIETOR/

PARTNER/DIRECTOR WITH SEAL

BANK OF INDIA

**AGREEMENT
FOR MAINTENANCE OF UPS EQUIPMENT**

This agreement made the _____ day of _____ 20 __ 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 UPS 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 as notified by bank. 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, 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 Annexure B 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 B, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from Annexure B, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.

2. CHARGES:

2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein, are indicated in Annexure B attached; and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

2.3 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as if such terms were incorporated herein and are applicable hereto.

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

3. REPAIR AND MAINTENANCE SERVICE:

3.1 During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

a) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts of the EQUIPMENT during Bank's normal local working hours (**other than bank holidays**). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.

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

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 4 hours at all District Head Quarters, State Capitals etc. and within 24 hours at other locations (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clauses 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 24 hours after attendance to the service call, in any case within **2 (Two) days** of being informed of the same. In case an item is not usable beyond the stipulated maximum downtime THE COMPANY will be required to arrange for an immediate replacement of the same till it is

repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.500/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty or annual maintenance charges as the case may be.

e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for **99%** of the time in every month.

f) THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 (Ninety) days.

g) Preventive Maintenance: THE COMPANY shall conduct Preventive Maintenance (including but not limited to Cleaning of UPS (inside & outside) and batteries, Checking & tightening of Terminals of UPS & Batteries, Recording of each & every battery parameters of respective UPS, inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, testing of battery backup time 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.

h) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.

i) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.

j) The Bank 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 Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

k) Periodical maintenance/inspection should be ensured for the UPS. Inspection of UPS System includes a) Checking all inputs, outputs and battery bank connections from and to the system b) Checking Charger/Rectifier parameters of the UPS System c) Checking the output parameters of the UPS System. Apart from attending to the other periodic maintenance work, the UPS /AMC vendor should check the voltages of batteries and record the same. Any impending weakness or failure of batteries should be brought to the notice of the branch/office. The vendor should initiate steps expeditiously to replace, as fast as possible, the defective batteries if the warranty/AMC terms so provide.

l) Testing of UPS should be done periodically, at least once a quarter. The testing has to be carried out by the UPS/AMC vendor on a half-working day or on a holiday. After the day's work is over,

the mains power supply should be switched off and the systems should be switched on, one by one. The systems can be kept on, till such time the DC voltage of the batteries touches its lower limit. The time interval will give the time for which the batteries could support the systems. The backup time rating for the batteries is based on the full rated load of the UPS system. If the load connected during the testing is lower than the rated load, the backup time should be longer, though necessarily not strictly in the same proportion.

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 Within the period of maintenance, BANK reserves the right to shift the EQUIPMENT to alternate site of its choice, disconnect/connect/substitute Battery Bank acquired from any other Vendor. In such case the COMPANY undertakes to continue to maintain the EQUIPMENT at their new location without any additional cost to the BANK. However if Bank desires to shift the EQUIPMENT to a new site and install it, 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.

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 either, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

3.6 If, in any month, THE COMPANY does not fulfil the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the Bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to Bank on demand by 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 (Three) months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 (One) 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.

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.

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 of rights of creditors, then (at the option of Bank notwithstanding clause 1.1 of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

11. TERMINATION OF THIS AGREEMENT:

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

a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.

b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.

c) Under the provision of clause 2.4 of this Agreement.

d) Under the provision of clause 4.1 and/or 10 of this Agreement.

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

12. ARBITRATION:

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

13.5 Nothing stated hereinabove shall in anyway release the COMPANY from any warranty or other obligations vide terms and conditions of purchase order.

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)

Bank by its representative:

(Authorised signatory)