



REQUEST FOR PROPOSAL(RFP)
ANNUAL MAINTENANCE CONTRACT
of
COMPUTER HARDWARE & PERIPHERALS
for
Branches and offices under Regional Office
Shivamogga

Start Date: 07.04.2022

End Date: 21.04.2022 till 03.00 PM

Query Submission Date: Till 18.04.2022(04.00 PM)

Opening of Technical Bid: 21.04.2022 at 04.00 PM

EMD Amount: Rs 30000/-

RFP Fees: NIL/-

TENDER NOTIFICATION FOR AMC OF IT ASSETS

Sealed quotations are invited by UNION BANK OF INDIA, REGIONAL OFFICE, Shivamogga for Annual Maintenance Contract of IT Assets (Personal computers, Printers & Scanners) installed at various branches and offices of the Bank in its Shivamogga region for the period 01.05.2022 to 31.03.2023. Request for Proposal formats and Terms and conditions along with bid formats can be downloaded from the website www.unionbankofindia.co.in (or) <https://eprocure.gov.in>

Last date for Submission of tender at our Shivamogga Regional Office at below mentioned address:

On 21.04.2022 before 03.00 PM.

The Bank reserves the right to accept or reject any offer or cancel the tender without assigning any reason.

Date: 07.04.2022

Regional Head

Address for submission of sealed quotations:

Union Bank of India,
Regional Computer Cell,
Regional Office,
Second Floor, Ashok Arcade,
Gopala Main Road, Gopala
Shivamogga - 577205

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BID DETAILS – AMC OF COMPUTER HARDWARE AND PERIPHERALS

Last date and time for seeking clarification from us on the terms & conditions of the RFP	(18.04.2022 by 4.00 p.m.)
Last date and time for receipt of Bidding Document	(21.04.2022 till 03.00 PM.)
Date and Time of Technical Bid Opening	(21.04.2022 at 04.00 PM.)
Place of issue/submission/opening of Bids and address of communication.	Union Bank of India, Regional Computer Cell, Regional Office, Second Floor, Ashok Arcade, Gopala Main Road, Gopala Shivamogga - 577205
EMD/BID Security	Rs 30000.00 (Rs. Thirty Thousand only) in the form of Demand Draft/Pay order in the favour of Union Bank of India payable at Shivamogga should be enclosed with Technical Bid.
Cost of RFP (Non refundable)	NIL
Contact to Bidders	Bidders are requested to send the email to rcc.shivamogga@unionbankofindia.com in case of any query till 18.04.2022 (by 04.00 PM)

This RFP is being issued with no financial commitment and bank reserves the right to change or vary any part thereof at any stage. Bank also reserves the right to withdraw any part or complete RFP at any stage without giving any reason thereof.

Bank is not bound to award the work to L1 bidder only. Bank at its sole discretion may cancel any or all bids or any part of bids without assigning any reason thereof.

Clarification/ Addendum/ Corrigendum will be published on banks website only. Bidders are requested to check the banks website for same.

Queries received after the scheduled date and time will not be responded/acted upon.

1. INTRODUCTION

Union Bank of India is a Public Sector Bank having Head Office at Nariman Point, Mumbai and Regional office Shivamogga at II Floor, Ashok Arcade, Gopala Main Road, Gopala, Shivamogga – 577205. The Regional Office Shivamogga invite offer for providing comprehensive on-site Maintenance Services of Computer Hardware & Peripherals (Desktops, Printers and Scanners of all Branches/ Offices).

2. SCOPE OF WORK

The objective of this RFP is to enter into rate contract with one or more bidders for maintenance of Computer Hardware & Peripherals items listed in this RFP. Bank and selected bidder/s would enter into an agreement for the period of Eleven months i.e. 11 months from 01.05.2022 to 31.03.2023 who will submit the bids for AMC with following scope.

- a. The scope of work includes but not limited to comprehensive on-site maintenance of Desktops, Printers (DOT Matrix, High speed DMP, Passbook and LaserJet printers) and Scanners etc. mentioned in the RFP.
- b. The replacement of all the spares (excluding printer heads, consumable items like printer ribbons and toner cartridges only) are covered/included under the AMC. The replacement of defective spares with genuine spares of same configuration will be done without any extra cost.
- c. The vendor shall maintain adequate spare machine and other spares in RO to facilitate any temporary replacement.
- d. The scope of work also includes software issue like Operating system (Windows), reinstallation of OS, OS upgradation, Windows Patch upgradation, Antivirus, software patches, configuration of machine as if required taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, bringing PC to Bank domain after OS reinstallation, installation/configuration of all software's provided by Bank like Antivirus, software patches, MS office, Outlook, Mail Configuration, Adobe Acrobat, Java patches, Electronic clearing system(ECS), CTS System configuration, email client configuration and Browser/Finacle configuration in client machines etc.
- e. The vendor will provide one Resident Engineer (RE) in the Regional office, Shivamogga as per Banking working hours on all working days and if required, on Saturdays and Sundays also for handling all complaints received from Branches/Offices on behalf of vendor. The engineer should be well qualified & well versed with latest technicalities and should have experience (at least 3 to 4 years) for handling issues related to Banking Environment. The Resident Engineer will remain seated in Regional Office and will not visit any branch/site. The Resident engineer will provide online/remote support for immediate solution and liaisons with their field engineers deputed for branches.
- f. Resident Engineer should provide preliminary troubleshooting & support to all the IT related items (PCs, Printers, Scanners etc.) irrespective of Warranty or AMC. If the preliminary support fails, then they are required to lodge call with respective service provider.
- g. In case of leave/absence of resident engineer, alternate engineer will be arranged by the firm otherwise a penalty of Rs 2000.00 per day will be imposed and penalty amount will be deducted from AMC payment.
- h. The bidder shall maintain the equipments as per manufacturer's guidelines and shall use standard and genuine components for replacement.
- i. In case of Monitor issues, if replacement is required, LCD monitors of same screen size or larger than 18 inches to be provided.

- j. It is the responsibility of the vendor to collect asset details at the beginning of the contract and to maintain the inventory. In case, if any asset is missed out from the AMC contract, the vendor should attend the call for those assets and can include those assets for next payment. If there is mismatch of serial numbers of the asset, the asset serial numbers can be rectified at later stage without any delay in attending the calls.
- k. During installation or repair of computers under AMC, all connected peripherals such as printers and scanners should be installed even if the said equipment doesn't come under AMC. Installed printers should be shared in the network computers. However, peripherals which are both in inoperable condition and not under AMC may be excluded.
- l. Complaints can be registered either telephonically or by e-mail by respective branch/Office and proper record of the complaints to be maintained by the firm.
- m. Bank will provide the relevant software and required configuration of the software to Resident Engineer. Any site engineer should contact with Resident Engineer for further support.
- n. Due to ongoing amalgamation and based on business requirement in future Bank may shut any of the branch/offices, Hardware at those locations may be utilized at other offices and will be included in AMC through different location.
- o. The engineers deployed for branches will get signed branch-visit report from Branch managers/officers and submit one copy to branch. All the copies of branch-visit reports in a month to be submitted to Regional Computer Cell (in Regional office) within 7 days of month- end.
- p. A logbook shall be maintained in which the company/firm shall record all the complaints made and parts taken out of branches/office for repair. The vendor shall submit a copy of consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended and its status on fortnightly basis to Regional Computer Cell, Shivamogga.

All the complaints received shall be attended by them in following manner.

- Minor faults immediately with telephonic/Remote support.
 - Any complaint lodged should be attended within 4 hrs. In case the machine is down for more than 48 hours standby machine has to be provided by the vendor.
 - The firm shall be responsible for taking backup data and programme available on PCs before formatting the system and shall be also responsible for reloading/installation the same. The backup copies are to be returned to the users, under user's acknowledgement.
 - Repair and servicing of equipments shall be carried out at customer sites, in case the equipment is required to be transported to the firm's/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the firm.
 - The replacement of components shall be as per manufactures instructions and as per the decision of Regional Computer Cell, Shivamogga. No hardware items or parts will be taken out for repair without prior written approval of Regional Computer Cell, Shivamogga.
- q. The AMC co-ordinators of company must ensure their presence during monthly meeting with Regional Computer Cell to share progress on pending issues of branches in order to make maintenance more effective ensuring best services to the branches/offices.
 - r. The firm shall have the sufficient media (CDs/DVDs) for required software/drivers for maintaining the PCs and peripherals for configuring them.
 - s. The rates quoted should also cover the maintenance/reinstallation/upgradation of operating system, software installation provided by Bank, installation of patches, configuration of applications (clients) etc.

- t. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The firm shall carry out preventive maintenance (PM) on quarterly basis and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. A separate logbook should be maintained to record the preventive maintenance carried out on each equipment. The firm has to submit the preventive maintenance report along with satisfactory service letter from branches to Regional Computer Cell on quarter basis for the release of AMC payment.
- u. The schedule of preventive maintenance shall be as follows:-
- To ensure computer hardware and peripherals are working properly in branch and no call pending in branch.
 - Checking of power supply source for proper grounding/earthing and safety of equipments.
 - Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - Shifting of equipment as and when required in inter-office/branches.
 - The sufficient free disk space is available in systems (especially in C:Drive it should be atleast 10GB readily available). Temporary file and cookies are deleted from systems.
- v. The vendor shall make AMC services available on all days as and when requested by the Bank.
- w. In case of shifting of entire branch/office from existing premise to another, shifting will be responsibility of the bank. However, the uninstallation/installation/Reinstallation of equipments/hardware under AMC will be done by vendor in old and new premises respectively, at no extra cost to bank.
- x. The scope of work will also include the provision of engineer for reinstallation of computer hardware in case of shifting of branch premises or others.
- y. It shall be the responsibility of the firm to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Branch/office after expiry of the contract. In case any damage is found, the firm is liable to rectify in even after the contract.

3. ELIGIBILITY CRITERIA

Sr No.	ELIGIBILITY CRITERIA
1	The bidder should have minimum of 5 years' experience in the Maintenance of Computers (Desktops), Printers (Passbook Printers, Dot Matrix Printers, Fast Dot Matrix Printers, LaserJet Printers (Simplex, Duplex and Multi-purpose) etc.) & Scanners (Sheet fed and Flat bed) and must be performing the AMC (Computer Hardware & Peripherals) of at least two Public Sector Bank. (Proof to be submitted along with technical bid).
2	The bidder should be a company incorporated in India having an aggregate annual turnover of Rs. 50 lakhs in last three financial years as per the balance sheet available at the time of submission of tender in providing the support services(Sale and purchase will not be applicable). This must be individual company turnover and not that of any group of companies. Copy of incorporation certificate and Balance sheet need to be submitted.
3	The company/firm should have made operating profits in the last three financial years. Copy of balance sheet and Profit & Loss A/c for last 3 consecutive years.
4	Applicant/Firm must provide customer satisfaction letters from at least two Public Sector Banks where the bidder has provided services in last 2 financial years. (Proof to be submitted along with technical bid).

5	The bidder should have Income Tax PAN, TIN No, GST No and the latest Clearance Certificate. Vendor should not have any arrears in Tax Payments. (Self-attested copies of Pan card, TIN No, GST Certificate and latest Income tax return to be submitted). The bidder should be registered with respective Tax Authorities for GST as applicable for the nature of work undertaken by them. Self-attested copy of proof to be submitted regarding the same.
6	The company should have at least single contract of value Rs 5.0 Lac or above for the maintenance of Computer Hardware and Peripherals with Public Sector Bank/ Government department (During Financial calendar 2021-22).
7	The bidder should have necessary infrastructure & service support centres in Karnataka for maintenance of offered hardware and software. The bidder should be capable to provide efficient and effective support to attend calls at all branches and offices under Shivamogga region within stipulated time frame as mentioned in this RFP. (Proof to be submitted along with technical bids). The bank will analyse the no. of service centres, no. & position of engineers at centres, infrastructure etc. of all the vendors/bidders as a part of minimum qualification criteria. If the Bank is not satisfied with the no. of service centres, no. & position of engineers at service centres, infrastructure etc, Bank reserves the right to technically disqualify the vendor(s). The decision of the Bank shall be final.
8	Vendors having franchise arrangements or 3rd party service support cannot quote (submit undertaking on letter head). The engineers should be on the Company's pay roll (relevant proof to be submitted along with technical bid).
9	The bidder should be capable of providing multivendor OEM support i.e. capable of providing service & support of Desktop of Acer/HP/Wipro/DELL or equivalent make, High speed Dot Matrix Printer of LIPI/WEP/TVSE or equivalent make, Dot Matrix Printer of TVSE/WEP/Epson or equivalent make, Passbook Printer of Lipi/Epson/Olivetti/TVSE or equivalent make, LaserJet Printer of HP/Canon/Ricoh or equivalent make, Multifunction Laserjet Printer of HP or equivalent make, Duplex Laserjet Printer of HP or equivalent make, Scanners (FlatBed) of HP/Canon/EPSON or equivalent make, Scanner (Sheet Feed) of HP/Avision/Epson or equivalent make, Line Printer of WEP or equivalent make.
10	Bidders, who have not satisfactorily completed any of the earlier contracts issued by Union Bank of India(including eAB & eCB), will not be eligible for participation in this tender. The bidder shall give an undertaking (on their letter head) that they have satisfactorily completed all the earlier contracts order with Union Bank of India(including eAB & eCB).
11	The bidder should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) as on date of submission of bid. The bidder shall give an undertaking (on their letterhead) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender.
12	Bidders with NSIC\MSME\Start-ups certification will be relaxed from eligibility criteria regarding turnover & years of experience on subject to meeting of quality & technical specification. The NSIC\MSME\Start-ups registration certificate should be at least 3 months old.

Vendor must comply with the above mentioned criteria; Non-compliance of any of the criteria can entail rejection of the offer. Bidder has to submit necessary proof of document. Self-certified photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserve the right to

verify/evaluate the claims made by the vendor independently. **Any misrepresentation will entail rejection of the offer. The non-submission of relevant documents will lead to cancellation of the offer.**

4. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the bidding Documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of its bid and Union Bank of India (hereinafter referred to as the purchaser) will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. EARNEST MONEY DEPOSIT

- a. The vendor shall deposit EMD of Rs 30000.00 (Rs. Thirty Thousand only) in the form of a valid demand draft/pay order in favour of Union Bank of India, payable at Shivamogga. No interest will be payable on the Bid security amount.
- b. The EMD will be forfeited if the vendor:
 - Withdraw its Bid during Bid validity period.
 - Refuses to honour commercial bid. Bank reserves the right to place order onto vendor based on prices quoted by them.
 - Refuses to accept AMC order or having accepted the AMC order, fails to carry out his obligations mentioned therein with the stipulated time.
- c. EMD of unsuccessful vendors will be returned after completion of bid process.
- d. EMD Security of successful vendor will be released, without interest, after completion of agreement.
- e. Bidders with MSME & NSIC certification will be exempted from EMD. Bidder has to submit necessary proof of document.

7. RFP DOCUMENT FEE

The RFP document can be downloaded from the Bank's website or Govt. website and will be available at the **Union Bank of India, Regional Computer Cell, Regional Office, Second Floor, Ashoka Arcade, Gopala Main Road, Gopala, Shivamogga - 577205**. RFP document fee is NIL.

8. AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- b. Amendments, if any will be notified through Bank's web site to all prospective Bidders, which have received the Bidding documents and will be binding on them.

- c. In order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, Bank may, at its discretion, extend the dead line for submission of bids.

9. TERMS OF EXECUTION

- a. All the hardware assets are in working conditions and in use in branches. The successful bidder shall be given 3 days' time to verify the working and hardware inventory before commencement of AMC.
- b. The vendor will submit the report to Regional Computer Cell within 3 working days.
- c. The vendor shall provide service support as and when required during the AMC period without any extra cost to Bank.
- d. Escalation matrix and name of persons coordinating for AMC jobs to be submitted to Regional computer cell immediately after AMC is awarded.
- e. It is also to be noted that the bank is in the process of replacing the existing hardware and peripherals in the branches/offices. The process of installation and removal of buyback will be completed by the ending of June quarter FY22-23 as per estimated installation schedule. Hence these items which are replaced will be taken under buyback and cannot be included in the AMC list for receiving payment after Q1 FY22-23. Hence vendors are requested to note that now we are calculating AMC based on the total inventory and final price also calculated on the same for deciding the lowest bidder (L1). But after June Quarter FY21-22, we will do asset reconciliation once again and the items in buyback will be removed to calculate the original cost. (Please note that new equipment which are replacing old items will be in warranty only and hence will not be given to your AMC). Hence vendors who are ready for AMC based on these terms and conditions only need to apply for AMC.
- f. Tentative Quantity of items will be replaced is as below:

Serial NO.	Item Description	Quantity
1	Desktop Computers	130
2	Scanners	15
3	Laser jet Printer	35
4	Passbook Printer	25
5	Dot Matrix Printer	30

10. LOCATIONS TO BE COVERED

The Branches of Shivamogga Region are presently located in Shivamogga, Haveri, Chikkamagalur, Chitradurga, Davangere, Bellary, Vijayanagara Districts in the state of Karnataka. Currently there are total 90 branches/offices are under Shivamogga region.

11. BIDDING PROCESS

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts, Technical bid containing the general Terms and Conditions including Compliance to Technical Specifications and Commercial Bid containing the final Commercial bid. The Bidder will have to submit the Technical Bid and Commercial Bid Portion of the Bids separately in sealed envelope, duly super scribing "TECHNICAL BID- AMC OF DESKTOPS, PRINTERS AND SCANNERS" and "COMMERCIAL BID- AMC OF DESKTOPS, PRINTERS AND SCANNERS" as the case may be.

The tender offer should be submitted, in one sealed envelope super-scribed 'Tender for AMC of Desktops, Printers and Scanners', which in turn should contain two sealed covers which super-scribed as Technical bid and Commercial bid as mentioned above.

Unsealed commercial bids shall be rejected.

Technical Bid will contain the bidder information in the format as given in the document.

Technical bid will not contain any pricing or commercial information at all.

In the first stage, only Technical BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of the document shall **be shortlisted for commercial evaluation.**

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened. **The Commercial Bid should give all relevant information as per Annexure-V.**

The bid shall be typed in English or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. All pages of the bid except un-amended printed literature shall be initialled by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. **The bidder should quote AMC amount for each item and every item as per format of commercial bid.** Any quotation found to contain incomplete information is liable to be rejected.

12. EVALUATION CRITERIA

A) Technical Bids:

- a. The Technical offer (TO) should be complete in all respects and contains all information asked for in this document. However, TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO.
- b. The TO must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.
- c. The TO should comprise of following:
 - Pre-qualification Criteria-Annexure-I.
 - Acceptance of Terms and Conditions as per Annexure-II.
 - Letter of undertaking as per Annexure-III.
 - Details of service support centre as per Annexure-IV.

- Replica of commercial bids without indicating the prices given in Annexure V.
- Photocopies of relevant documents/certificated as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.(To be filled separately in a separate file)
- The separate demand drafts for bid security should be enclosed.

NOTE: all the Annexure I, II, III, IV and V should be submitted duly signed with seal of the company. (All these documents should be filed in single file)

- d. Bank reserves the rights to reject an offer under any of the following circumstances:
- Offer is incomplete and/or not accompanied by all stipulated documents.
 - Offer is not in conformity with the terms and conditions stipulated in this document.
 - Any mis-representation/false information will entail rejection of the offer.
 - Bids submitted without Document/EMD fee.
 - Unpriced Commercial Offer is not submitted along with Technical Offer.
 - Unpriced Commercial Offer format differs from actual Commercial Offer format.

B) Commercial Bids:

- Commercial bids of technical qualified(i.e Stage -1) short listed bidders will only be opened.
- Bank's evaluation of the commercial bids will take into account the status of compliance of terms and conditions.
- The maintenance charges including all costs (without taxes) for each item need to be quoted as per **Annexure-V** format. In case charges not quoted for any item, the bids will be rejected
- The charges quoted for items should include the cost of comprehensive AMCs and resident/field engineers.

C) Determination of L1 Bidder and Awarding of Contract:

On completion of evaluation process of technical bids, Bank will open commercial offers of successful bidders and contract will be awarded to the lowest bidder. The lowest bidder will be considered on the basis of consolidated AMC price of all the items. Failure or refusal to offer the services/goods by the successful bidder at the price committed shall result in forfeit of security amount, which may be noted. However, Bank is not bound to place the order to L1 bidder. Bank at its discretion may split the order among any bidders at predetermined mutually agreed rates.

The final decision on the vendor will be taken by the Bank. The Bank reserves the right to reject any or all proposals without assigning any reason whatsoever. Similarly, it reserves the right not to include any vendor in the final short-list without assigning any reason whatsoever.

13. NO COMMITMENT TO ACCEPT ANY TENDER

The bank shall be under no obligation to accept any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

14. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bid prescribed by the purchaser, will be rejected and/or returned unopened to the Bidder, if bidder desires so.

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

The bidder may modify or withdraw its bid's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered with the envelope additionally marked "MODIFICATION" OR "WITHDRAWAL" as appropriate. The withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submissions of bids.

No bid will be modified after the deadline for submission of bids.

No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

16. BID OPENING & EVALUATION

The purchaser will open the technical bids, in the presence of Bidder's representative who choose to attend at the time and date mentioned in the Bid document at the address mentioned in the Para "Submission of Bids".

The bidder's representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the appointed time and place on next working day.

17. CLARIFICATIONS OF BIDS

To assist the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing. The bank has right to disqualify the vendor whose clarification is found not suitable to Bank.

18. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The document determined as not substantially responsive will be rejected by the purchaser and may not be responsive by the vendor for correction of non-conformity.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

19. CONTACTING THE PURCHASER

Any effort by bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

20. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action

21. USE OF CONTRACT DOCUMENTS AND INFORMATION

The vendor shall not, without the purchaser's prior written consent, make use of any document or information provided by purchaser in Bid document or otherwise except of purposes of performing contract.

22. PAYMENT TERMS

- a. Maintenance charges after deducting penalty will be paid quarterly (Post Quarter).
- b. No advance payment will be released against the service order.
- c. The vendor shall draw invoices for payment of quarterly maintenance charges at Regional Office, Shivamogga.
- d. Maintenance charges payable by Bank are inclusive of all taxes etc.
- e. TDS on payments will be deducted as applicable.

23. PERIOD OF CONTRACT

This contract shall be effective from 01.05.2022 to 31.03.2023. Please note that Contract can be cancelled unilaterally by the customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. The contract shall initially be for a period of eleven months, extendable up to one more year without change in AMC rates on the basis of performance of last year at the discretion of Bank. If the vendor desires or not desire to renew the existing contract, he shall express his desire by giving three months prior notice before expiry of contract.

24. EFFECTIVE DATE OF CONTRACT

The vendor shall be required to submit and sign an Agreement as per **Annexure-VI** on stamp paper of requisite amount. The contract shall come into effect on 01.05.2022 and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

25. TRANSFER AND SUB-LETTING

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

26. TERMINATION OF CONTRACT

The bank may at any time terminate the contract in part or full if the services are not found to be satisfactory.

The penalty cap that can be imposed on Vendor under this Agreement will be 20% maximum of the total AMC value. Once the penalty deduction is reached to its maximum level, the Bank may consider termination of the Agreement.

In case the services of any vendor are not found satisfactory in any branch/branches/area, the AMC of that vendor can be given to other successful vendor in part or in full.

27. DELAYS IN THE SUPPLIER'S PERFORMANCE

The maintenance service has to be start by the successful bidder (Vendor) in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages or termination of contract.

28. SUBMISSION OF BIDS

The bid should be submitted in sealed cover addressed to purchaser at the following address: -

Deputy General Manager, Union Bank Of India, Regional office, II Floor, Ashoka Arcade, Gopala Main Road, Gopala , Shivamogga - 577205

29. DEADLINE FOR SUBMISSION OF BIDS

Bid must be received by the Purchaser at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to appointed time on next working day

The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

30. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.

31. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the Bidder. If the Bidder becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Bidder, 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.

32. FORCE MAJEURE

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder 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 Force Majeure event.

33. UNDERTAKING BY VENDOR

The successful bidder must give an undertaking that all components to be use for parts replacement will be original and not re-furbished. This must be submitted along with the Invoices.

34. PENALTY FOR LACK OF SUPPORT

The maintenance standard expected is that any complaint lodged should be attend within 4 hrs. In case the machine is down for more than 48 hours standby has to be provided by the vendor. If any complaint not attended on time or no stand by is provided by the vendor the **penalty of Rs. 500 per day will be charged.**

The time of delay/default for determination of penalty will be calculated from the time of lodgement of complaint at the dedicated Telephone Number/Mobile Number/e-mail provided by the AMC vendor for the purpose

35. RIGHT TO ALTER QUANTITIES AND LOCATIONS

The Bank reserves the right to alter the hardware quantities or site locations mentioned in the offer. The Bank also reserve the right to add or delete one or more item from the list of items specified in offer. The Bank also reserves the right to add or delete name of any branch. The Branches where hardware is currently under warranty period may be later on added under ongoing AMC at the same price, terms and conditions, after expiry of warranty period of such branches. Similarly, branches where in old hardware is replaced with new hardware will be deleted from AMC purview.

36. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settle by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts at Shivamogga.

During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Shivamogga.

37. INDEMNITY

The Vendor shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof.

38. ANNEXURE I – PRE QUALIFICATION

The minimum qualification criteria for the bidder are as under:

Pre Qualification Criteria	Compliance(Yes/No)	Detail of proof Attached
1. The bidder should have minimum of 5 years experience in the maintenance of Computers (Desktops), Printers (Passbook Printer, Dot Matrix Printer, Fast Dot Matrix Printers, LaserJet Printers) & Scanners and must be performing the AMC (Computer Hardware & Peripherals) of at least Two Public Sector Bank.		Relevant AMC POs to be submitted.
2. The bidder should be a company incorporated in India having an aggregate annual turnover of Rs. 50 lakh in last three financial years as per the balance sheet available at the time of submission of tender in providing the support services(Sale and purchase will not be applicable). This must be individual company turnover and not that of any group of companies.		Copy of incorporation certificate, Balance sheet and ISO certification need to be submitted.
3. The company/firm should have made operating profits in the last three financial years.		Copy of balance sheet and Profit & Loss A/c for last 3 consecutive years.
4. Applicant/Firm must provide customer satisfaction letters from at least Two Public Sector Banks where the bidder has provided services in last 2 financial years. To be submitted with the technical bids.		Certificate from the customers clearly stating that they are satisfied with the services and duration of service from and to date to be submitted.
5. The company should have at least single contract of value Rs 5.0 Lac or above for the maintenance of Computer Hardware and Peripherals with Public Sector Bank/Government department.		Relevant Pos to be submitted
6. The bidder should have a Registered Branch/office in Karnataka, necessary infrastructure & Service Support Centres/locations in Karnataka for maintenance of offered hardware and software. The Bank will analyze the no. of service centres, no. & position of engineers at centres, infrastructure etc. of all the vendors/bidders as a part of minimum qualification criteria. If the Bank is not satisfied with the no. of service centres, location of service centres, no. & position of engineers at service centres, infrastructure etc. The Bank reserves the right to technically disqualify the vendor(s). The decision of the Bank shall be final.		Details of service/ support network in Karnataka (addresses, name of contact persons, phone numbers, e-mail etc.) and proof of Registered/ Branch offices must be furnished as part of bid.
7. Vendors having franchise arrangement of 3 rd party service support cannot quote. The engineers should be on the Company's pay roll.		Submit undertaking on letter head and relevant & authenticated proof of engineers having on Company's payroll.
8. The bidder should be capable of providing multivendor OEM support i.e. capable of providing service & support of Desktop of Acer/ HP/ Chirag/ Dell or equivalent make, High speed Dot Matrix Printer of LIPI/ WEP/ TVSE or equivalent make, Dot Matrix Printer of TVSE/ WEP/Epson or equivalent make, Passbook Printer of Lipi/Epson/Olliveti/TVSE or		Relevant proof to be submitted.

equivalent make, Laserjet Printer of HP /Canon/Ricoh or equivalent make, Multifunction Laserjet Printer of HP or equivalent make, Duplex Laserjet Printer of HP or equivalent make, Scanners (Flat Bed) of HP/ Canon/Epson/Avision or equivalent make, Scanner (Sheet Feed) of HP/Avision/Epson or equivalent make, Line Printer of WEP or equivalent make.		
9. Bidders, who have not satisfactorily completed any of the earlier contracts issued by any bank, will not be eligible for participation in this tender. The bidder shall give an undertaking (on their letter head) that they have satisfactorily completed all the earlier contracts order with Union Bank of India(inc eAB & eCB).		Declaration to be submitted on letter head. Also attach previous POs issued by bank in last three years, If any.
10. The bidder should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) as on date of submission of bid.		The bidder shall give an undertaking (on their letterhead) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender.

Date:

Signature:

Seal of Company:

Name:

39. ANNEXURE II – ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the bank on the vendor's letterhead)

To

Deputy General Manager

Union Bank of India,
Regional Office,
Second Floor, Ashok Arcade,
Gopala Main Road, Gopala
Shivamogga - 577205

Dear Sir,

Sub: RFP for AMC of Computer Hardware & Peripherals

With reference to the RFP dated XX.XX.2022, having examined and understood the instructions, scope of work, terms and conditions forming part of the RFP, we hereby enclose our offer for AMC detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information/annexure.

We hereby undertake that the parts to be replaced during AMC period will be brand new and legally obtained.

We understand that the bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be responsible for the due performance of the contract.
- We enclose Demand Draft/ pay order for Rs. 30000.00 (Rs. Thirty Thousand only) favouring Union Bank of India and payable at Shivamogga, towards bid security, details of the same is as under.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

40. ANNEXURE III – LETTER OF UNDERTAKING ON COMPANY’S LETTER HEAD

To

Deputy General Manager

Union Bank of India,
Regional Office,
Second Floor, Ashok Arcade,
Gopala Main Road, Gopala
Shivamogga - 577205

Dear Sir,

Sub: RFP for AMC of Computer Hardware & Peripherals

We submit our bid document herewith:

We understand that you are not bound to accept any bid received by you, and you may reject all or any bid.

If our bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We undertake that we don't have any franchise arrangement for the services and will provide direct company service support to the branches under AMC.

Vendor means the bidder who is decided and declared so after examination of bids.

Yours faithfully,

Date:

Signature_____

Seal of Company/firm

Name:

41. ANNEXURE IV – DETAILS OF SERVICE/SUPPORT CENTRE AND TECHNICAL STAFF

(A) Details of service/support centre directly owned by the company/firm in Karnataka

Sr. No.	Area	Address of service centre	Name and contact details of Centre head	Total No. of Field Egg. In Karnataka
1	Karnataka			

NOTE: In case any discrepancy found in the above mentioned information is liable to rejection of offer.

Date:

Signature _____

Seal of Company/firm

Name:

42. ANNEXURE V – COMMERCIAL BIDS

The Annual Maintenance charges for all items will be as under:

Sr. No.	Items	No of items (A)	AMC Rate per item in Rs. (Without taxes) (B)	Total Amount C = A*B
1	Desktop(ACER/HP/Wipro/DELL/Lenovo or equivalent)	160		
2	ALL IN ONE PC(HP/ACER)	290		
3	Dot Matrix Printer	80		
4	Passbook printer (Lipi PB2/ EPSON PLQ 20/ Olivetti PR2/ TVSE Speed plus or equivalent)	70		
5	Laserjet Printer	90		
6	Flat Bed Scanners	50		
TCO(Total Cost of Ownership) – Grand Total (1+2+3+4+5+6)				
TCO(In words):				

- **TCO quoted above should include all charges except GST.**
- TCO must be quoted in WORDS and FIGURES.
- In case of any discrepancy, unit price quoted in words will be considered for computation of TCO.
- Cost comparison will be on the basis of Total Cost of Ownership calculated for all above mentioned items. L-1 bidder will be decided on the basis of Grand Total (TCO value) of all items in above table.
- The quantities mentioned above are estimated and not actual quantity. There may be variation of 10 to 20 % in quantity.
- Before start of the contract, physical asset verification to be conducted by the vendor at their own cost.
- GST to be paid as applicable.

Date:

Signature_____

Seal of Company/firm

Name:

43. ANNEXURE VI – FORMAT OF AGREEMENT**AGREEMENT****(To be executed on Rs. 100 non judicial stamp papers after award of contract)**

This agreement made on the _____ day of _____ 2022 between the Union Bank of India a body corporate, constituted under the Banking Companies(Acquisition and transfer of Undertaking Act, 1970) having its head office at 239, Union Bank Bhavan, Vidhan Bhavan Marg, Mumbai-400021 (hereinafter called “BANK”) and M/s _____ (name and address of vendor) (hereinafter called “Contractor or the vendor”).

Whereas the BANK is desirous that the Contractor/Vendor executes AMC – Computers and Peripherals services as per tender document (hereinafter called “the services”) and the Bank has accepted the BID by the vendor for execution and completion of such services.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The contract will be valid for period _____ to _____ for hardware mentioned in Annexure.
2. As on date of contract, the contract is values for Rs. _____ (in word Rs _____) Including taxes as applicable as on date of the contract which may vary in accordance with the addition/deletion of hardware for AMC, changes in rates & rules of Taxation without any variation in the AMC charges.
3. Further, the number of hardware items may be increased or decreased during the period of AMC which may be included or excluded from the list and the location of the equipment’s may also be changed. The rate quoted will also be applicable for the items included or excluded during the AMC period.
4. Request for proposal XX.XX.2022, Technical and commercials bids submitted by the vendor, AMC related order issued by bank, under which this agreement is signed shall be deemed to form and construed as part of this agreement.

Name & address:

Signature of the company

In the presence of:

Name & Address:

For and on behalf of Union Bank of India

In the presence of: