

संदर्भ: क्षेत्रीय मऊ /आरसीसी/ 5943/ 2022-23

दिनांक :26.04.2022

Request for Proposal (RFP) for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches/ Offices under Mau Region

Tender Publishing Date	Apr 27 th , 2022 10:00 AM
Bid Submission Start Date	Apr 27 th , 2022 11:00 AM
Bid Submission End Date	May 17 th , 2022 12:00 PM
Technical Bid Opening Date	May 17 th , 2022 04:00 PM
Bid Security/EMD (refundable)	Rs. 25,000.00
RFP document fee	NIL
Contact Information/Clarification:	Bidders are requested to send an email to rcc.mau@unionbankofindia.bank for any clarification.

Union Bank of India, Regional Office Mau,

Khwaja jahanpur, near Ballia Mod, District-Maunath Bhanjan-UP 275101



Handwritten signature and initials in blue ink.

Bid Details - AMC OF COMPUTER HARDWARE & PERIPHERALS FOR BRANCHES / OFFICES UNDER REGIONAL OFFICE MAU

Last date and time for Submission of Bid	May 17 th , 2022 12:00 PM
Date and Time of Technical Bid Opening	May 17 th , 2022 04:00 PM
Date and Time of Commercial Bid Opening	May 20 th , 2022 04:00 PM
Place of opening of Bids	Union Bank of India, Regional Office Mau Khwaja jahanpur , Near Ballia mod, Dist- Mau, UP- 275101
Address for communication	Union Bank of India, Regional Office Mau Khwaja jahanpur , Near Ballia mod, Dist- Mau, UP- 275101
Bid Security /EMD (Refundable)	Rs. 25,000.00
RFP Document Fee	NIL
Contact for Bidders	Interested Bidders are requested to send the email to rcc.mau@unionbankofindia.bank Containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

Note: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.



INSTRUCTIONS TO BIDDER

1. INTRODUCTION

Union Bank of India, a Public Sector Bank (including e-Andhra Bank & e-Corporation Bank amalgamated with Union Bank of India w.e.f. 01.04.2020) has its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Regional Office Mau at Khawajahanpur Near Ballia Mod, District-Mau, UP, 275101. The Bank has 9400+ branches, 18 zonal offices and 125 regional offices spread across the country.

2. OBJECTIVE

Union Bank of India, Regional Office Mau (herein called as "Bank") invites offer from experienced and eligible entities (herein referred to as "Bidder" or "Vendor") for providing Annual Maintenance Services of Computer Hardware & peripherals installed at various Branches/Offices under Mau Region.

3. COMMENCEMENT AND TERMS

3.1. This contract shall be effective from the date of issuing of work order and shall be for one year or till 31-03-2023 as decided by the bank. If bank decides AMC up-to 31-03-2023 then payment will be made on pro-rata basis. The services will be reviewed by bank on Quarterly basis and continuation of the agreement will be subject to satisfactory services and THE VENDOR performing all the covenants contained herein. Subsequent renewals will take place only if notice in writing or intention to renew this agreement is given by either party to the other at least 30 days in advance at the address of Branch Office of UBI or that of THE VENDOR by registered post subject to the commitment given by THE VENDOR regarding provision of uninterrupted maintenance services for the said EQUIPMENT.

3.2. Upon termination 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 the purposes of execution of this Agreement. In addition, each party shall assist the other party in the orderly termination of this Agreement on the transfer of all the assets hereof tangible and intangible, as may be necessary for the orderly, non-disputed continuation of business of each party.

3.3. Individual terms of EQUIPMENT, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from LIST OF HARDWARE 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 the list, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from the list, as described herein, then any monies prepaid on such EQUIPMENT shall be refunded to UBI and



that item will be dropped from AMC list and no AMC cost will be paid from the subsequent quarter.

3.4. The vendor will have to provide one qualified/ experienced (minimum 2 year) In-house Engineer at our Regional Office during office working hours for monitoring, coordinating with field engineers and maintaining the inventory of these PERSONAL COMPUTERS and peripherals. In-house Engineer will have to provide application software support as well to all the branches of Mau Region.

4. ELIGIBILITY CRITERIA

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

4.1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP, having minimum annual turnover of Rs 25 Lakhs in last three financial years. (Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted)

4.2. Bidder must have experience of at least 3 years in providing AMC to PSBs/Government Institutions. (Purchase order or work order of same must be attached as proof).

4.3. Bidder must have work order for AMC in FY 2021-22 from at least two public sector banks (PSB) or Government Institutions for minimum of 250 peripherals per PSB/GI. (Purchase order or work order of same must be attached as proof)

4.4. The bidder must provide satisfactory service report from at least two PSB/Government Institution where they have successfully executed AMC contract in last two years.

4.5. Bidder must have ISO Certification in Information Technology related services. (Attach valid certificate copy as proof)

4.6. The firm should have Income Tax PAN and GST No. (Self-attested copies of PAN Card, GST No and latest Income tax return to be submitted)



4.7. Bidder should have registration number for payment of GST. (Attested copy of proof to be submitted or undertaking stating that their firm doesn't come under the purview of GST registration by CEO of the company with company seal to be submitted).

4.8. The companies or LLP firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor h/w quality and malpractices. The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs as on date of submission of the tender, otherwise their bid will not be considered.

4.9. The companies or firms, bidding for the above tender, shall not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A certificate denying the ownership of Agency/Firm/Manufacturer/ Dealer by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director of the Firm to be submitted along with the tender).

4.10. The bidders should have necessary infrastructure & service support centers in our Varanasi Zone(Mau, Ballia, Deoria, Gorakhpur, Varanasi or any of the above or at all places) for maintenance of offered hardware(Proof to be submitted along with technical Bid). The bidder should be capable of providing efficient and effective support so as to attend calls of branches and offices under Mau Region. The bank will analyze the number of service centers, No. & positions of engineers at the service centers , infrastructure etc as a part of minimum qualification criteria . If the Bank is not satisfied with the no of service centers, no. & position of engineers at service centers, infrastructure etc, the Bank reserves the right to technically disqualify the Vendor(s). The decision of the Bank shall be final.

Vendor must comply with the above-mentioned criteria. Non-compliance of the criteria will entail rejection of the offer. Relevant documents / certificates (recent) should be submitted as proof in support of the claims made for the above-mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard. The Bank reserves the right to make any changes in the terms and condition of purchase.

5. RFP DOCUMENT FEE

The RFP document is free of cost and can be downloaded from the Bank's website



www.unionbankofindia.co.in & www.eprocure.gov.in and will be available at Union Bank of India, Regional office Mau.

6. BID SECURITY/ EMD

6.1. The vendor should deposit bid security amount Rs. 25,000.00 (Twenty Five Thousand only) in the form of a demand draft favoring Union Bank of India, payable at Mau. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme.

6.2. No interest will be payable on the Bid Security amount.

6.3. The bid security will be forfeited if the Bidder:

- Withdraws its bid during bid validity period.
- Refuses to honor commercial bid.
- Refuses to accept purchase order or having accepted the purchase order, fails to carry out their obligations mentioned therein within the stipulated time.

6.4. Bid Security of unsuccessful Bidders will be refunded to the bidders only after completion of the bid process.

6.5. Bid security to successful vendor will be released on submission of Performance Security equal to 3% of the value of the contract within 45 days of commencement of the contract.

7. Performance Security

The successful bidder shall provide a Performance Security for 3% of contract value valid for a period (claim period) of 60 days beyond the date of completion of all contractual obligation and such other extended period as the Bank may decide for due performance of the project obligations.

The vendor should deposit performance security amount in the form of a demand draft favoring Union Bank of India, payable at Mau or Bank Guarantee from Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 12 months and with claim period of 60 days.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount



RFP for AMC of Computer Hardware & Peripherals
outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance Security is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the earnest money deposit taken from the successful bidder, will be forfeited.



8. PERIOD OF VALIDITY OF BIDS

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bids reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

9. HARDWARE VALUE & CHARGES

The approximate number of hardware is given which may be changed due to inclusion or withdrawal of the equipment. The Vendor shall submit the yearly Rate of AMC per item basis.

Sr. No.	Item Description	Approximate No. of Hardware
1.	Desktops	225
2.	Desktop(AIO)	52
3.	Passbook Printers	68
4.	Laser-Jet Printers	73
5.	Dot Matrix Printers	40
6.	DMS Scanners(Avision)	38
7.	Scanners	47

The AMC amount will be paid quarterly after the end of each quarter. **THE VENDOR** shall submit their invoice(s) for payments due along with the Preventive Maintenance Report and Satisfactory Service Report from each branch to Union Bank of India, Regional Office Mau.

10. RIGHT TO ALTER QUANTITIES

The Bank will be free to either reduce or increase the quantity of hardware to be given under AMC the during the agreement period on the same terms and conditions. The Bank reserves the right to alter quantities.

11. PAYMENT TERMS

All the payment will be released after quarter end. No advance payment will be made at any point. The payment will be made against Invoice along with satisfactory service reports duly counter signed by the technical staff of vendor and by the Bank officials.



12. REPAIR AND MAINTENANCE SERVICE

THE VENDOR will maintain the EQUIPMENT in good working order and for this purpose vendor will provide the following repair and maintenance services.

12.1. **THE VENDOR** shall correct any faults and failures in the **EQUIPMENT** and shall repair and replace worn or defective parts of the **EQUIPMENT** during **UBI** normal local working hours. In cases, where any part of the **EQUIPMENT** (including disk drive) need replacement **THE VENDOR** shall replace such parts, at no extra cost to **UBI**, with brand new parts or those equivalent to new parts in performance. If any of the peripherals, components like hard disk, floppy disk drives, etc. are not available or difficult to procure to procurement required to be delayed for replacement, the replacement shall be carried out with state-of-the-art technology equipment of equivalent capacity or higher capacity equipment at no additional charges to **UBI**. Provided that if **THE VENDOR** is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disk packs, floppy disks, print heads, these will incur additional charges at prevailing market rates.

12.2. **THE VENDOR** shall provide repair and maintenance service by assisting branches in form of attending branches personally. The In-House Engineer is to attend all problems relating to Hardware, Software, installation of Anti-Virus, taking backup and re-installation of OS, installation of printers etc.

12.3. The maintenance standard expected is that any machine that is reported to be down by 3:00 PM on a given day shall be either repaired or replaced by a temporary substitute (of equivalent configuration) before 12 noon the next day. Also, any machine reported down by 6:00 PM shall be replaced/ repaired by 5:30 PM the next working day. The vendor should confirm that they are having arrangement of Standby Hardware to the tune of 2% of total number of each item.

12.4. In case **THE VENDOR** fails to meet the above standards of maintenance, **THE VENDOR** shall be liable for liquidated damages of Rs.100/- per day of down time per machine. The temporary substitute, machine/ equipment shall be replaced with the original machine/ equipment duly repaired within a week's time failing which the above damages will be incurred for the number days exceeding one week.

12.5. Preventive Maintenance: **THE VENDOR** shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all the diagnostics, cleaning and removal of dust from the exterior and interior of **THE EQUIPMENT**, and necessary repairing of **THE EQUIPMENT**) once within a quarter. **THE VENDOR** recognizes **UBI's** operational needs and



agrees that UBI shall have the right to require **THE VENDOR** to adjourn Preventive Maintenance from any scheduled time to date and time not later than fifteen working days thereafter.

12.6. If in any quarter, **THE VENDOR** doesn't fulfill the provision of preventive maintenance, the proportionate charges for that quarter will not be considered payable by UBI.

12.7. All engineering charges generally adopted hereafter by **THE VENDOR** for equipment similar to that shall be made to the **EQUIPMENT** at no extra cost to UBI.

12.8. All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with **THE EQUIPMENT**.

12.9. **THE VENDOR** shall maintain an Excel log Sheet, a machine wise written maintenance and repair log; and shall record therein each incident of **EQUIPMENT** malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on **THE EQUIPMENT** together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance.

UBI shall use the same log for recording the nature of faults and failures observed in the **EQUIPMENT**, the date and time of their occurrence and the time of their communication to the vendor. The Log Sheet shall be required to be mailed to RCC on daily basis. Non-submission of report/log sheet for continuous 3 days shall be subject for a penalty not exceeding Rs.100/- per day for the delay over 3 days.

12.10. **THE VENDOR** shall provide upgradation of System software, resident on **THE EQUIPMENT** covered under this agreement, free of cost. If, however, any payment is made by **THE VENDOR** to the original suppliers for such upgradation, the same shall be passed on to UBI proportionately on actual basis.

12.11. **THE VENDOR** shall obtain satisfactory service certificate & preventive maintenance call reports from each branch & submit the same to UBI along with the bill of AMC charge.

12.12. The Vendor will also install the basic software in PCs as per branch requirement. In case any PC is formatted, Vendor needs to install windows 10 in that PC and install the basic software as per branch requirement. Updated system configuration checklist will be provided periodically.

THE VENDOR will ensure that the Pen Drives used by its engineers during repairs/ maintenance will be free of any virus. In case it is conclusively proved that the machine has been infected with a virus from the engineer's Pen Drive, the expenses incurred by the Bank for recreating the data will be recovered from **THE VENDOR**.



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 VENDOR. However, if UBI desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE VENDOR shall be informed of the same immediately and no additional charges will be paid for such installation at new place.

13. DUTIES OF IN-HOUSE ENGINEER

13.1. In-house Engineer will sit in our Mau Regional Office according to the Bank Staff's working hours.

13.2. Bank may provide a computer and a phone connection for the In-house Engineer for his daily activity.

13.3. In-house Engineer should attend the branch queries relating to Hardware and Software support by taking the branch PC's on remote or by providing telephonic support.

13.4. In-house Engineer should provide preliminary support to all the IT related items (PC, Printer, Scanner etc.) irrespective of Warranty or AMC. This includes Application/Software support also. If the preliminary support fails, then he is required to lodge call with respective service provider.

14.5. In case, if the problematic item is in warranty period, then the In-house Engineer, should lodge call with respective vendor or OEM and should follow up with them to rectify the issue within the Turnaround time (TAT). However, TAT penalty will not be applicable if the AMC or Warranty contract vendor is of other company/OEM.

15.6. In case if the problematic items are in AMC contract (yourself), the In-house Engineer should lodge the call with their respective department and should closely follow up with them for rectifying the problem within the turnaround time (TAT). TAT penalties applicable.

15.7. Apart from the support service calls, whenever required, the In-house Engineer should support installing common applications or packages (e.g.: Antivirus, Java, Biometric, DMS, e-KYC RD Services, V Soft Cheque Clearing ...etc.) in all the branches by taking the branch PC's on remote. Checklist will be shared periodically.



14. LOCATION COVERED

The Branches under Regional Office Mar are geographically dispersed across three districts (i.e., Mau, Ballia & Deoria).

The vendor must ensure that its field Engineers are placed in such a way that the calls of Branches located in all above districts must be attended within TAT by the way of person visit.

The vendor must submit the Contact Details, Qualification, and experience of the Engineers available in these Districts.

15. TYPE OF BIDDING

The offer will be in two parts: **Technical & Commercial**. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the Assistant General Manager, Union Bank of India, Regional office Mau, Khwajahanpur, near Ballia Mod, Mau-275101 and duly super-scribed "Technical Offer for AMC of Computer Hardware and Peripherals" and "Commercial Offer for AMC of Computer Hardware and Peripherals". These covers should also indicate name and address of the bidder submitting the offers.

The offers should either be hand delivered or dropped in the Tender box at the given address on or before 17th May 2022 by 12.00 PM.

16. TECHNICAL OFFER (TO)

The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO.

It is mandatory to submit the technical details along with your offer. The Bank, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.

The TO must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Sequencing of the relevant documents must be according to Annexure VI only.



17. COMMERCIAL OFFER

The Commercial Offer (CO) will give all relevant price information and will quote prices only in Indian Rupees. The CO should not contradict the TO in any manner. The CO should comprise of Commercial Version of Bill of Material as per Annexure-VII. This must contain all price information.

18. AUTHORIZATION TO BID

The proposal/ bid being submitted would be binding on the Bidder. As such, **it is necessary that authorized personnel of the firm or organization sign the bid documents.** The designated personnel should be authorized by a senior official of the organization having authority.

18.1. All pages of the bid shall be initialed by the person or persons signing the bid.

18.2. Bid form shall be signed in full & official seal affixed.

18.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

18.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

19. ERASURES OR ALTERATIONS

Technical details and commercial quotes must be filled up. The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration not properly authenticated, the offer will be liable for rejection. In case there are any arithmetical errors in the final commercial offer, the Bank is free to accept or reject any /all such offer(s).

20. OPENING OF OFFERS

Technical Offers will be opened on 17th May 2022 at 04.00 PM. The representative of the vendor must be present for the opening of the Technical Offers. No separate intimation will be given in this regard to the vendors, for deputing their representatives. Based on technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. Disqualified bidders will be informed via Email, Letters, on Whatsapp or any one of these medium. Any decision of the BANK in this regard shall be final, conclusive, and binding on the bidder.

Commercial Offers will be opened on 20th May 2022 at 04.00 PM. The representative of the vendor who is qualified in Technical Offer must be present for the opening of the Commercial Offers. No separate intimation will be given in this regard to the vendors, for deputing their representatives.



21. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

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

22. REJECTION OF BID

The Bid is liable to be rejected if:

- 22.1. The document does not bear signature of authorized person in each page and duly stamp.
- 22.2. It is received after expiry of the due date and time stipulated for Bid submission.
- 22.3. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 22.4. It is evasive or contains incorrect information.
- 22.5. Any form of canvassing/ lobbying/ influence/ query regarding shortlisting, status etc. will be a disqualification.
- 22.6. Bidder should comply with all the points mentioned in the tender document. Noncompliance of any point will lead to rejection of the bid.
- 22.7. Non submission of bid security/EMD.

The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.

23. ORDER CANCELLATION

The Bank reserves its right to cancel the order in the event of one or more of the following situations:

- Delay in services as mentioned in service contract
- Stand by not provided in time
- Serious discrepancy found in replaced hardware in case of replacement

24. AMENDMENT IN TENDER DOCUMENT

Amendment of Bidding Documents Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification/ amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.



25. MODIFICATION AND WITHDRAWAL OF OFFERS

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

26. CANCELLATION/ RETENDERING OF BID PROCESS

Bank reserves the right to annul the entire process without assigning any reason whatsoever at any stage. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

Bank may cancel the AMC either in full or in part at any point of time with one month written notice, if the hardware items under AMC are replaced during the AMC period or if anything adverse be noticed subsequently or performance / service of the vendor is unsatisfactory or for any reason, the Bank reserves the right to review and take decision regarding cancellation of the AMC without assigning any reason or serving any letter to the vendor.

27. CLARIFICATION

Queries / clarifications will not be entertained over the phone. Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Bank by sending mail to rcc.mau@unionbankofindia.bank before 15th May 2022 by 06.00 PM. after which no request will be entertained / replied.

28. 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 its 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.



29. 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 there of shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled 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 Mau. 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 Mau.


Regional Head
Union bank of India
Regional Office , Mau



ANNEXURE I

Covering Letter on Company Letter head

Offer Reference No:

Date:

To
The Assistant General Manager
Union Bank of India,
Regional Office,
Mau

Sir,

Response to RFP संदर्भ: क्षेत्रा मऊ /आरसीसी/ 5943/ 2022-23 दिनांक :26.04.2022

Having examined the above RFP document and Annexures, we hereby submit our offer for providing Annual Maintenance Services of Computer Hardware & peripherals in conformity with the said RFP. If our offer is accepted, we undertake to provide AMC services for one year from that date commencement of AMC as per said terms which may further get renewed in accordance to both parties.

- We have read through the complete RFP and agree to abide by and fulfill all the terms and conditions of the RFP. A complete blank copy of entire RFP document is signed and enclosed for confirmation.
- We enclose all required documents as per the Check List of RFP.
- We confirm that we do not have any adverse records with any public sector banks regarding AMC Support and services for computer hardware and related peripherals.
- We confirm that we have not been blacklisted by any Govt. Department or Public Sector Undertaking.
- Our PAN number is
- We are registered with the GST and our registration number is.....

We accept all Instructions and Terms & Conditions mentioned in the subject RFP.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)
Date:



ANNEXURE II

Letter of Undertaking on Company Letter head

Offer Reference No:

Date:

To
The Assistant General Manager
Union Bank of India,
Regional Office,
Mau

Sir,

Reg.: Our bid for Annual Maintenance Contract of Computer Hardware & Peripherals at Branches / Offices under Mau Region

We submit our Bid Document herewith.

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 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.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the same of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board at Union Bank of India, Regional office Mau.

Dated at _____ this _____ day of _____ 2022

Yours faithfully,

For _____
Signature _____
Name _____



ANNEXURE III

Acceptance of Terms and Conditions on Company Letter head

Offer Reference No:

Date:

To
The Assistant General Manager
Union Bank of India,
Regional Office,
Mau

Sir,

Sub: **RFP for AMC of Computer Hardware and Peripherals**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing AMC Support and services for computer hardware and related peripherals as 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.

We also confirm that the offer shall remain valid for 1 year from the date of the offer and may be renewed further in accordance with both parties (Vendor and Bank).

We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components.

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 further confirm that all required information/ annexures and signed copy of unpriced commercial bid is enclosed.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)

Date:



ANNEXURE IV

Undertaking for not being blacklisted on Company Letter head

Offer Reference No:

Date:

To
The Assistant General Manager
Union Bank of India,
Regional Office,
Mau

Dear Sir,

Sub: **Undertaking for not being blacklisted**

We _____(bidder name), hereby undertake that

- We have not been blacklisted by the Government Authority or Public sector undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency/ existence of our firm or any other way that may affect capability to provide/ continue the services to bank.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)
Date:



ANNEXURE V

VENDOR INFORMATION

1	Name of the organization	
2	Status of Applicant (Company, Partnership, Prop etc.)	
3	Year of Establishment & Details of Registration (Attach documentary proof)	
4	Number of years' experience in computer hardware AMC Services	
5	Registered Address	
6	Telephone No	
7	Fax Number	
8	Email Address	
9	Website address of the company	
10	Key Person(s) with contact details a) Head office/registered office b) Service centers	
11	Service Tax/ GST Number	
12	Income Tax Number	
13	No. of Employees (Separately for Permanent and Under Contract) with Dept-wise break-up i.e., Marketing, Installation & Commissioning, Service, Spare Parts, Administrative etc.	

Details of repairing centers:

S No.	Centre Name	Centre Head Name & Contact No.	No of Engineer available	Address



(Wherever applicable submit documentary evidence to facilitate verification)

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Authorized Signatories

(Name & Designation, seal of the firm)

Date:



ANNEXURE VI

Eligibility Compliance Checklist

Sl. No.	Particulars / Descriptions	Your specific response/ reply
1.	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP & having annual turnover of Rs 25.00 Lakhs in last 3 FY(Audited Balance sheet to be attached). Whether the registration certificate attached?	YES / NO
2.	Bidder must have experience of at least three years in providing AMCto PSBs/Government Institutions. Whether proof of Order copies attached?	YES / NO
3.	Provide details of at least 2 PSBs or Government Institutions for which AMC contract is maintained by the organization in the current financial year 2021-22 (for minimum of 250 peripherals) (Mention the period and number of peripherals) Whether proof of Order copies attached?	YES / NO
4.	The bidder must provide satisfactory service report from at least two PSB/Government Institution where they have successfully executed AMC contract in the last two years. Whether the satisfactory service report attached?	YES / NO
5.	Bidder must have ISO Certification in Information Technology related services. Whether Valid Certificate Copies attached?	YES / NO
6.	The firm should have Income Tax PAN and GST No. Whether Self-attested copies of PAN Card, GST No and latest Incometax return attached?	YES / NO
7.	Bidder should have registration number for payment of GST. Whether the bidder registered with GST? If the bidder is not registered with GST, undertaking stating that their firm doesn't come under the purview of GST registration by CEO of the company is attached?	YES / NO YES / NO / NA

8.	The bidder should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor h/w quality and malpractices. Whether non-blacklisting certificate on company's letterhead attached?	YES / NO
9.	The companies or firms, bidding for the above tender, shall not be owned, or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. Whether the certificate regarding the same on company's letterhead is attached?	YES / NO
10.	Availability of Service/Repairing Centers at Varanasi Zone (Mau, Ballia, Deoria, Gorakhpur or Varanasi) Details to be attached with Address, Service center Head Name & Contact number with Number of engineer available with each service/Repairing center.	YES / NO
11.	Are you willing to provide In-house engineer as per the nature of duty and terms & conditions?	YES / NO
12.	Are you willing to agree the Turnaround Time and the Penalties?	YES / NO
13.	Are you willing to do Preventive maintenance (quarterly) and Asset Details collection (yearly) from all of our branches?	YES / NO
14.	Are you willing to maintain the spare parts required for the asset details mentioned in the annexure?	YES / NO
15.	Whether complete blank copy of entire RFP document is signed, sealed and enclosed for confirmation and attached with the technical bid?	YES / NO
16.	Whether all Annexures (I to VI) except Annexure VII is duly signed, sealed and provided in the technical bid?	YES / NO
17.	Whether Annexure VII - Commercial offer duly signed and sealed is provided in separate envelop?	YES / NO
18.	Engineer Details at Mau, Ballia & Deoria Location attached?	YES / NO

Authorized Signatories

(Name & Designation, seal of the firm)

Date:



ANNEXURE VII

PRICE SCHEDULE FOR AMC OF COMPUTER HARDWARE:

ITEMS to be considered for total cost of ownership (TCO) for AMC

Sr. No.	Item Description	Approximate Quantity (A)	Rate of AMC per year per item basis (Unit Price) (in Rs.) (B)	Total (in Rs.) (A x B)
1.	Desktops	225		T1
2.	Desktop(AIO)	52		T2
3.	Passbook Printers	68		T3
4.	Laser-Jet Printers	73		T4
5.	Dot Matrix Printers	40		T5
6.	DMS Scanners(Avision)	38		T6
7.	Scanners	47		T7
Total Cost of Ownership (TCO)				T1+T2+T3+T4+T5+T6+T7

TCO Amount in Words: _____

Note:

1. The AMC charges for one year should not be more than 10% of the cost of hardware equipment's.
2. The vendor must quote reasonable/competitive rates.
3. The Total cost includes all taxes, duties, and levies (except Octroi if applicable).
4. GST on AMC will be paid by bank at prevailing rates.
5. The rate of AMC quoted will be taken as base for additional machines to be brought under AMC, if decided by the bank.
6. Cost comparison will be based on total cost of ownership (TCO) calculated as explained above.
7. If in case TCO quoted by two vendors is same, the vendor who has quoted lowest total price of desktops (T1) will be considered as L1.
8. AMC will be paid on quarterly basis subject to satisfactory services rendered by the vendor.

Authorized Signatories

(Name & Designation, Seal of the Firm)

Date: _____

