



REQUEST FOR PROPOSAL(RFP)
ANNUAL MAINTENANCE CONTRACT
OF
COMPUTER HARDWARE & PERIPHERALS
FOR
Branches and offices under
Regional Office Shimla

Start Date: 10-05-2022

End Date: 31-05-2022 till 02.00 PM

Opening of Technical Bid: 31-05-2022 at 03.30 PM

Query Submission Date: Till 27-05-2022 (04.30 PM)

EMD Amount: Rs 20000/-

RFP Fees: Rs 500/-

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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, Pre Bid Meeting will be held for the same at communication address	(30.05.2022 at 4.30 p.m.)
Last date and time for receipt of Bidding Document	(31.05.2022 by 2.00 p.m.)
Date and Time of Technical Bid Opening	(31.05.2022 at 3.30 p.m.)
Place of issue/submission/opening of Bids and address of communication.	UNION BANK OF INDIA, RO Shimla, 1 st Floor, Parvathi Complex, Panthaghati, 171009
EMD/BID Security	Rs 20000.00(Rs. Twenty Thousand only) in the form of Demand Draft/Pay order in the favour of Union Bank of India payable at Shimla should be enclosed with Technical Bid.
Cost of RFP(Non refundable)	Rs 500.00(Rs. Five Hundred only) in the form of Demand Draft/Pay order in the favour of Union Bank of India payable at Shimla should be submitted at the time of bid submission.
Contact to Bidders	Bidders are requested to send the email to rcc.shimla@unionbankofindia.bank in case of any query till 27.05.2022, 04.30 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 all the 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.

INSTRUCTIONS TO BIDDER

1. INTRODUCTION

Union Bank of India is a Public Sector Bank having Head Office at Nariman Point, Mumbai and Regional Office Shimla at 1st Floor, Parvathi Complex, Panthaghati, Shimla, 171009. The Regional Office Shimla 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 one year from date of award of contract 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 annexure V of RFP.
- b. The replacement of all the spares (excluding printer heads, fuser unit, consumable items like batteries, printer ribbons and toner cartridges only) are included under the AMC. The Burnt cases and physical damage (excluding CPU's worn out internal parts which are covered in AMC) are not included in AMC. The replacement of defective spares with genuine spares of same configuration will be done without any extra cost. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall upgrade the components (s)/parts(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the vendor shall provide alternate/substitute system/s of same or higher compatible configuration at its own cost and responsibility till the above components are repaired or replaced by the vendor.
- 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, 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 reinstallation of PC, installation/configuration of all software's provided by Bank like Antivirus, software patches, MS office, Acrobat, Java patches, Electronic cheque clearing system(ECCS), email client configuration and Browser/Finacle configuration in client machine, CTS Clearing software, Desktop upgradation activity etc. The vendor will provide full support (software installation, hardware movement, hardware assembly and hardware installation along with all types of printers installation in the activity of shifting of branches premises.
- e. The scope of work covers provision of one technical staff in the Regional Office, Shimla from 10:00 to 17:00 hrs on all working days and if required, on Saturdays and Sundays and also after 17:00 hrs on working days. Technical qualified service engineer with an experience of not less than 3 years in computer hardware as well as software maintenance will be at the disposal of Regional office. The engineer will remain seated in Regional Office and may visit branch/site as per the requirement. The engineer will provide online support for immediate solution and liaisons with field engineers deputed for branches. Resident engineers and field engineers should have company ID.

- f. In case of leave/absence of resident engineer, other engineer may be arranged by the firm otherwise a penalty of Rs 500.00 per day may be imposed and penalty amount will be deducted from AMC payment.
- g. The vendor should ensure that the equipment reported down (including due to OS related problems) on any working day is set right within 24 hours of reporting the complaint and in no case, later than three working days. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide replacement (of equivalent capacity) of the same.
- h. The bidder shall maintain the equipments as per manufacturer's guidelines and shall use standard and genuine components for replacement.
- i. The timely updating of machine serial numbers will be responsibility of the vendor so that our branches can log complaint on the call centre without any problem and delay.
- j. Complaint can be registered either telephonically or by e-mail by respective branch/Office or by resident engineer and proper record of the complaints to be maintained by the firm.
- k. 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(Original) in a month to be submitted to Regional Computer Cell (in Regional office) within 3 days of month- end.
- l. 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 copy of consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended and its status on weekly basis to Regional Computer Cell, Shimla.

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

- Minor faults immediately with telephonic support/ by taking remote.
 - Major faults which require visit to branch within 24 hrs with call resolution.
 - 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 the same. The backup copies are to be returned to the users, under 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 manufacturers instructions and as per the decision of Regional Computer Cell, Shimla. No hardware items or parts will be taken out for repair without prior written approval of Regional Computer Cell, Shimla.
- m. 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.
 - n. The firm shall have the required drivers (CDs/DVDs) for maintaining the PCs and peripherals for configuring them.
 - o. The rates quoted should also cover the maintenance of operating system, software installation provided by Bank, installation of patches, configuration of applications (clients) etc.
 - p. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare and internal cleaning through blower without any extra payments. The firm shall carry out preventive maintenance (PM) on quarter 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.

- q. 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 (includes proper checking of Earthing & I/O Voltage) for proper grounding and safety of equipment.
 - Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
 - Shifting of equipment as and when required in office/branches.
 - The sufficient free disk space is available in systems. Temporary file and cookies are deleted from systems.
- r. The vendor shall make AMC services available on all working days also as and when requested by the Bank.
- s. 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.
- t. 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 etc.) & Scanners and must be performing the AMC (Computer Hardware & Peripherals) of at least one Public Sector Banks (excluding Union Bank of India, erstwhile Corporation Bank, and erstwhile Andhra Bank). (Proof to be submitted along with technical bid).
2	The bidder should be a company incorporated in India having an average annual turnover of Rs. 1.00 crore in last three financial years as per the audited 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 Audited Balance sheet need to be submitted.
3	The company/firm should have made operating profits in the last three financial years. Copy of Audited balance sheet and Profit & Loss A/c for last 3 consecutive years.
4	Applicant/Firm must provide customer satisfaction letters from at least one Public Sector Banks (excluding from Union Bank of India, erstwhile Corporation Bank, erstwhile Andhra Bank) where the bidder has provided services in last 1 financial years. (Proof to be submitted along with technical bid).
5	The company should have at least single AMC contract of value Rs 5.0 Lac or above for the maintenance of Computer Hardware and Peripherals with Public Sector Bank/ Government department (excluding from Union Bank of India, erstwhile Corporation Bank, erstwhile Andhra Bank) (As on March 2022).
6	The bidder should have necessary infrastructure & service support centres in Himachal especially in Shimla, Kangra, Mandi, Solan, Kullu, Una, Sirmaur

	districts for maintenance of offered hardware and software. The bidder should be capable to provide efficient and effective support so as to attend calls at all branches and offices under Shimla region within stipulated time frame as mentioned in this RFP. (Proof to be submitted along with technical bids). 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, 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.
7	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).
8	The bidder should be capable of providing multivendor OEM support i.e. capable of providing service & support of Desktop of Acer/HP/WIPRO/ZENITH/DELL or equivalent make, All in One Desktop of ACER/HP/HCL or equivalent make, High speed Dot Matrix Printer of LIPI/WEP/TVSE/EPSON or equivalent make, Dot Matrix Printer of TVSE/ WEP/Epson or equivalent make, Passbook Printer of Lipi/Epson/Olliveti/TVSE or equivalent make, LaserJet Printer of HP/Canon/Ricoh or equivalent make, Multifunction Laserjet Printer of HP make, Duplex Laserjet Printer of HP make, Scanners (Flat Bed) of HP/Canon/EPSON or equivalent make (relevant proof/undertaking to be submitted along with technical bid)
9	Bidders, who have not satisfactorily completed any of the earlier contracts issued by Union Bank of India (including erstwhile Corporation Bank & erstwhile Andhra 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 (including erstwhile Corporation Bank & erstwhile Andhra Bank).
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.

Vendor must comply with the above-mentioned criteria; Non-compliance of any of the criteria can entail rejection of the offer. 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 20000.00(Rs. Twenty Thousand only) in the form of a valid demand draft/pay order in favour of Union Bank of India, payable at Shimla. 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 NSIC certification/MSME vendors will be exempted from RFP fees. Bidder has to submit necessary proof of document.

7. RFP DOCUMENT FEE

The RFP document can be downloaded from the Bank's website and will be available at the Union Bank Of India, RO Shimla, 1st Floor, Parvathi Complex, Panthaghati, Shimla, 171009. Non-refundable RFP document fee Rs. 500.00(Rs. Five Hundred only) will be submitted in the form of separated demand draft in favour of "Union Bank Of India", payable at Shimla. The application will be rejected without fee of Rs. 500.00. Bidders with NSIC certification will be exempted from RFP fees. Bidder has to submit necessary proof of document.

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 10-15 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 a week from date of contract.
- 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.

10. LOCATIONS TO BE COVERED

The service support for maintenance of systems is to be done at the following locations: Branches/Offices at various locations in Himachal Pradesh State.

Sr. No.	State	No. of Branches/Office
1	Himachal Pradesh	42

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 for 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 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 completed in all respects and contain 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 document fee and 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 filled in one file)

- d. Bank reserves the right 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:

- a. Commercial bids of only technical qualified short-listed bidders will be opened.
- b. Bank's evaluation of the commercial bids will consider the status of compliance of terms and conditions.
- c. 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
- d. 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. VALIDITY PERIOD

The offer should be valid minimum for a year from the date of order, with quarterly review of the services provided.

14. 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.

15. 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.

16. 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 fax 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.

17. BID OPENING & EVALUATION

The purchaser will open the 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.

18. 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.

19. 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.

20. 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.

21. 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

22. 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.

23. 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, Shimla.
- d. Maintenance charges payable by Bank are inclusive of all taxes etc.
- e. Payment will be done after the submission of Invoice along with feedback reports from each branch, Call Reports and Consolidated Call Report for the quarter.

24. PERIOD OF CONTRACT

The contract will be valid for one year from the effective date of contract. 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 one year, extendable up to three more years 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.

25. 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 the date of signatures of both the parties on the contract (Effective Date) 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.

26. 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.

27. 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 without giving any prior notice.

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 without giving any prior notice.

28. 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.

29. SUBMISSION OF BIDS

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

Deputy Regional Head, Union Bank Of India, RO Shimla, Parvathi Complex, Panthaghati, 171009.

30. 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.

31. 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.

32. 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.

33. 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.

34. UNDERTAKING BY VENDOR

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

35. PENALTY FOR LACK OF SUPPORT

Bank expects proper service support during contract period. The Hardware should be set right within 24 hours of reporting the complaint. In case the machine is down for more than 3 working days and no substitute is provided by the vendor. The penalty of Rs. 100 per day may be charged.

36. 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 reserves the right to add or delete one or more items 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.

37. 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 Shimla.

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 Shimla.

38. 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.

39. 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 5 years of 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 Banks (excluding Union Bank of India, erstwhile Corporation Bank & erstwhile Andhra Bank).		Relevant AMC POs to be submitted.
2. The bidder should be a company incorporated in India having an aggregate annual turnover of Rs. 1 Crore in last three financial years as per the audited 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, Audited 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 Audited 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 (excluding Union Bank of India, erstwhile Corporation Bank & erstwhile Andhra Bank) where the bidder has provide services in last 1 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 (As on March 2022) (excluding Union Bank of India, erstwhile Corporation Bank & erstwhile Andhra Bank).		Relevant Pos to be submitted
6. The bidder should have a Registered/ Branch office in Shimla for necessary infrastructure & Service Support Centres/locations in Himachal for maintenance of offered hardware and software. The Bank will analyze the no. of		Details of service/ support network in Himachal Pradesh (addresses, name 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.		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 3rd 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 equivalent make, Laserjet Printer of HP /Canon/Ricoh or equivalent make, Multifunction Laserjet Printer of HP make, Duplex Laserjet Printer of HP make, Scanners (Flat Bed) of HPI Canon or equivalent make, Scanner (Sheet Feed) of HP make, Line Printer of WEP make.		Relevant proof to be submitted.
9. Bidders, who have not satisfactorily completed any of the earlier contracts issued by Union Bank of India (including erstwhile Corporation Bank & erstwhile Andhra 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 (including erstwhile Corporation Bank & erstwhile Andhra Bank).		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:

40. ANNEXURE II – ACCEPTANCE OF TERMS AND CONDITIONS

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

To

Deputy Regional Head,
Union Bank of India,
RO Shimla, 1st Floor,
Parvathi Complex, Panthaghati,
Shimla. 171009

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. 20,000.00 (Rs. Twenty Thousand only) favouring Union Bank of India and payable at Shimla, towards bid security, details of the same is as under.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

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

To

Deputy Regional Head,
Union Bank of India,
RO Shimla, 1st Floor,
Parvathi Complex, Panthaghati,
Shimla. 171009

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:

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

(A) Detail of service/support centre directly owned by the company/firm in mentioned districts.

Sr. No.	Area	Address of service centre	Name and contact details of Centre head	Total No. of Field Engg.
1	Shimla			
2	Kangra			
3	Solan			
4	Mandi			
5	Kullu			
6	Sirmaur			
7	Una			

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

Date:

Signature_____

Seal of Company/firm

Name:

43. ANNEXURE V – COMMERCIAL BIDS

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

Sr. No.	Items	Cost per item in Rs. (Approx)	No of items (A)	AMC Rate per item in Rs. (Without taxes) (B)	Total Amount C=A*B
1	Desktop(ACER/HP/ WIPRO/ Zenith/DELL or equivalent)	35000	98		
2	All in One Desktop (ACER/HP/HCL or equivalent)	38000	51		
3	High Speed Dot Matrix Printer(Fast DMP) (Lipi 2250/ WEP HQ 1600/ TVSE DP 5000/EPSON DLQ3500N or equivalent)	34000	06		
4	Dot Matrix Printer (TVSE MSP 245, 255, 355, 455 XL / WEP/ Epson FX-2175, LQ2190 , LX310 or equivalent)	8400	27		
5	Passbook printer (Lipi PB2/ EPSON PLQ 20/ Olliveti PR2/ TVSE Speed 40 plus or equivalent)	16000	47		
6	Laser printer (HP 1008, 1020, Canon 2900/ RICOH SP310DN/ HP LJ M403DN or equivalent)	8000	62		
7	Scanners (Flat Bed) (HP 2400, 2410, 200, Canon LIDE 120, EPSON v39 or equivalent)	3800	39		
8	Multi Function Printer	16000	15		
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 5 to 10 % 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:

44. 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: