



**Request for Proposal (RFP) for Annual Maintenance Contract of  
Computers and Peripherals for Samastipur Region**

**Union Bank of India,  
Regional Office Samastipur,  
1<sup>st</sup> Floor, Panchwati Complex  
Mohanpur Road, Near LIC Campus  
Samastipur, Bihar-848101**

## DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

**Bid Details:**

<b>Start Date &amp; Time of issue of RFP/ Document Download</b>	13.05.2022 at 10:00 Hours
<b>Last date and time for submission of query</b>	03.06.2022 up to 16:00 Hours
<b>Last date and time for downloading of Bidding Document/RFP</b>	04.06.2022 up to 16:00 Hours
<b>Last date and time for submission of Bidding Document</b>	04.06.2022 up to 14:00 Hours
<b>Date and Time of Technical Bid Opening</b>	04.06.2022 at 16:00 Hours
<b>Place for submission of RFP Cost &amp; Integrity Pact</b>	Union Bank of India, Regional Office Samastipur, 1 <sup>st</sup> Floor, Panchwati Complex Mohanpur Road, Near LIC Campus Samastipur, Bihar-848101.
<b>Address &amp; Contact Numbers</b>	As above. Tel: 06274-225041
<b>Tender Document Cost</b>	Rs. 500.00 in form of Demand Draft in favor of Union Bank of India, Regional Office, Samastipur payable at Samastipur.
<b>Contact details</b>	Interested Bidders are requested to send the email to mail to :- <b>rcc.samastipur@unionbankofindia.bank</b> containing below mentioned information, so that in case of any clarification same may be issued: <b>Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.</b>

**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.

## **Table of Contents**

### **Union Bank of India**

#### **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 Regional Office at RO Samastipur 1<sup>st</sup> Floor, Panchwati Complex, Mohanpur Road, Near LIC Campus, Samastipur, Bihar-848101. The Region has 82 branches spread across thirteen districts of (namely Samastipur, Muzaffarpur, Begusarai, Hazipur, Darbhanga, Madhubani, East Champaran, West Champaran, Gopalganj, Siwan, Saran, Sitamarhi, Sheohar) of North Bihar (hereinafter referred to as 'Region').

#### **2. Definition**

- 2.1. 'Bank or UBI' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Union Bank of India', described in more detail in clause 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means this Request for Proposal prepared by Union Bank of India for Annual Maintenance Contract of Computers and Peripherals.
- 2.3. 'Bidder' means a vendor who is submitting the proposal in response to this RFP.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats/requirements prescribed in the RFP.

#### **3. Objectives of the RFP**

Offers are invited from reputed bidder for Annual Maintenance of Desktops, Printers, Passbook Printer Document Scanners (hereinafter referred to as 'Scanner') in its branches/offices of Union Bank of India including e-Andhra Bank and e-Corporation Bank spread across the Region.

#### **4. Invitation of Tender Bids**

This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information

required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

The Document can be downloaded from Bank's Website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from government portal [eprocure.gov.in](http://eprocure.gov.in).

## 5. 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.

- 5.1. The bidder should be a company in existence for last 3 years from the date of issuance of RFP. Certificate of incorporation/certificate for commencement of business/another relevant documentary proof is to be submitted.
- 5.2. Bidder must have served AMC Service of similar type of Computer Hardware to **THREE DIFFERENT** Government department /Private Sector in India during last three financial Years. Similarly, if the bidder is having **4 years** of existence, that MUST be accompanied with AMC Service to **TWO DIFFERENT** Government department/Private Sector in India during last three financial Years. However, for bidders having five or more years of existence, AMC Service to minimum One Government department/Private Sector in India during last three financial Years remains the eligibility criteria. **No bidders** shall be allowed **with less than three years** of existence.
- 5.3. The Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in two years out of previous 3 financial years, (2019-20 and 2020-21, 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate provisional Balance sheet/Profit & Loss Statement should be submitted.
- 5.4. The bidder should be AMC Service provider of proposed Computer Hardware for the past Three years.
- 5.5. The bidder must have provided AMC Service of similar type of Computer Hardware to Government department/Private Sector in India during last three financial Years. Satisfactory performance certificate/Purchase Order

from customers should be submitted.

- 5.6. Bidders, who have not satisfactorily completed any of the earlier AMC contracts or Purchase Order issued by Union Bank of India, e-Andhra Bank, & e-Corporation 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/Purchase Order with Union Bank of India.
- 5.7. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor hardware quality and malpractices. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender, otherwise their bid will not be considered.
- 5.8. Bidder must have controlling office at Samastipur. Bidder must also have engineer at Samastipur, Muzaffarpur, Gopalganj, Siwan, Motihari, Bettiah, Begusarai, Sitamarhi, Vaishali, Darbhanga, Madhubani and Chapra city of North Bihar. Supporting documents mentioning the office address and each engineer's address, Aadhaar, contact no. email-id to be submitted along with the bid document (ITI/Diploma qualification is required. However, the engineer must be well conversant to hardware and software troubleshooting without any remote assistance).

## **6. Broad Scope of Work & Terms of execution of work**

The Objective of this RFP is or Annual Maintenance of computer hardware items listed in this RFP. The requirement mentioned in the RFP is estimate only and bank will place the purchase order through this Office, or other branches/offices including erstwhile Andhra Bank and erstwhile Corporation Bank) based on actual requirement which may increase or decrease from the estimate.

- The Contract would be for maintenance of following hardware items:
  1. Desktop with TFT/LED/LCD monitor (All in One PC counted as Desktop)
  2. Fast Dot Matrix Printer (FDMP)
  3. Dot Matrix Printer (DMP)
  4. Passbook Printer
  5. LaserJet Printer
  6. Flatbed Scanner
  7. Fast Scanner
- After accepting the work order for AMC, Vendor shall visit each and every branch under Samastipur Region for preventive maintenance and cross-verification of all the assets under AMC for inventorying purpose. In case of

any discrepancies i.e. increase or decrease in no. of hardware items under AMC, the same has to be brought under notice of the Bank in writing within 30 days of awarding of the AMC. (No prior faulty hardware shall be put under AMC. During inventorying process, Bank Officials shall demonstrate (if insisted by the Field Engineer), the basic working condition (e.g. working on Desktop PC, scanning a Document or Printing a Document etc.) and accordingly the hardware shall be inventoried and put under AMC. Inventorying and inspection format shall be provided along with AMC Work Order. If any prior faulty hardware found during inspection, the same may be repaired on chargeable basis from any vendor (NOT mandatorily by the newly appointed AMC Vendor) at Bank's sole discretion. However, after repairing and proper functioning of the hardware, the same can be put under AMC with newly appointed AMC Vendor on pro-rata basis at Bank's discretion.)

- Wherever “Desktops” / “PC” / “Personal Computer” is mentioned, it is to be noted that it would mean both Desktop PC (with separate CPU & Monitor) as well as All-In-One PC (Single Unit) interchangeably and these items shall NOT be treated as different type of Hardware in both the technical bid as well as financial bid. The Price quoted for AMC of Desktop PC shall be applicable for Desktop PC (separate CPU & Monitor) as well as All-In-One PCs interchangeably.
- The bidder will undertake to ensure availability as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of 1 (one) years for Desktops Printers and Scanners.
- The bidder will provide standby of equivalent models of hardware items during the contract period (if not repaired during the contract period). In case the equivalent hardware is not available during the contract period, bidder has to provide the hardware with higher specification or higher version without any additional cost to the Bank.
- For all the printers, bidder must complete entire Set-Up compatible with Bank's CBS environment.
- The bidder must provide entire AMC Service comprehensively on-site (at Bank's premises) basis only. In case any hardware to be taken to the vendor's base for repairment / testing, Vendor must provide Standby hardware immediately and the carrying arrangement & cost & Bank's hardware as well as standby hardware must be done & borne by the bidder ONLY without any extra cost to the Bank. The bidder shall provide service/support on 6 days in a week for branches/Offices with maximum resolution/response time specified in the RFP.
- Bidder has to arrange for taking backup of existing Desktops for data migration from the existing machine in case of formatting of Desktops. The following activity also to be completed by the bidder while installation of

the Desktops in the Branches / Offices.

- ✓ Upgradation of Windows OS / Installation of Microsoft patches/ updates / Updation / Installation of new bank software or application in branch/offices.
  - ✓ Installation of MS Office (Wherever required)
  - ✓ Installation of Antivirus application, Patch management agent with all OS related patches / service packs as provided by bank.
  - ✓ Installation of Omniscan (DMS scanning utility), Unicode Hindi fonts, eKYC, CKYC, CTS Applications and other utilities as provided by bank.
  - ✓ Making necessary configuration required for working of Finacle
  - ✓ Joining with Bank's Active Directory and PC naming
  - ✓ Installation of peripherals (like different printers, scanners etc) attached to the PC.
  - ✓ Installation / sharing of printers / scanners repaired. Also, necessary printer settings/configurations to be done as per bank's requirements.
- Bank will provide the relevant software (excluding Operating System) and required configuration of the software with successful bidder at the beginning of the contract. Bidder representative must carry all the required software & related configuration in CD/DVD (along with External DVD Reader / Writer) during each visit to any of the Bank Branches / Offices. NO USB Storage Device (e.g. Pen Drive, External HDD) will be allowed into Bank's Premises.
- Installation/reinstallation of Operating System after formatting of the Desktops due to any reason whatsoever during AMC period shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in point no. 6.6. Successful bidder can obtain details and software dump from bank after acceptance of Work Order.
- The vendor will maintain an item wise written maintenance register and repair log and record therein each incident of hardware/software malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on hardware together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. Bank will use the same log for recording the nature of faults and failures observed in the hardware, the date and time of their occurrence and downtime.
- All the Hardware items (Hardware) under Contract would be covered under



comprehensive AMC except consumables. Consumable items are as under:

- Desktop - Keyboard, Mouse will come under consumable item.
  - Printer - Ribbon, Cartridge.
  - Scanner - None.
- Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment under contract. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder. However, vendor has to arrange for stickers and Asset tagging need to be done as per Bank Nomenclature.
- If AMC Service could not be provided due to reasons attributable to bank, Successful bidder can obtain sign off letter accordingly for closing the Complaint payment. However, it is responsibility of bidder to provide the service again as and when required by bank without any extra cost to the bank.
- Escalation matrix and complaint lodging procedure of vendor must be shared to the bank for escalating service related concerns. This should include district level and state level officials. The vendor shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank. It will be the sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.

## **7. Language of Bid**

The language of the bid response and any communication with the Bank can be made in bilingual mode (where one language must be in English). Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

## **8. Instructions for Bid Submission**

### **8.1. Cost of RFP**

8.1.1. RFP document can be downloaded through Bank's official Website or from Government tender portal by way of Non-Refundable Demand Draft drawn on a scheduled bank in favor of Union Bank of India for Rs. 500 payable at Samastipur.

8.1.2. All costs and expenses (whether in terms of time or material or money)

incurred by the Recipient/ Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

#### **8.2. Performance Bank Guarantee (PBG)**

The successful bidder shall provide a Performance Bank Guarantee for 3% of work order value valid for contract period within 30 days from the date of receipt of work order in the format as provided in Annexure E with a claim period of 30 days and such other extended period as the Bank may decide for due performance of the contract obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India, e-Andhra Bank and e-Corporation Bank.

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 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 bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

#### **8.3. Period of Validity of Bids**

Bids should remain valid for the period of at least 30 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 bid is 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 entire contract period from the date of offer.

#### **8.4. 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.

#### **8.5. 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.

- 8.5.1. All pages of the bid shall be initialed by the person or persons signing the bid.
- 8.5.2. Bid form shall be signed in full & official seal affixed.
- 8.5.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- 8.5.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 8.5.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

#### **8.6. Two-part Bid**

- 8.6.1. For the purpose of the present RFP, a two-stage bidding process i.e. Technical and commercial will be followed. The response to the present RFP will be submitted in two parts, Technical Bid containing the General Terms and Conditions including Compliance to Technical Specifications and Commercial Bid containing the price quoted by the bidder. The bidder will have to submit the Technical Bid and Indicative Commercial Bid Portion of the Bids separately in sealed envelopes, duly super scribing "TENDER FOR AMC OF Computers and Peripherals - "TECHNICAL BID" and "TENDER FOR AMC OF Computers and Peripherals - COMMERCIAL BID".
- 8.6.2. TECHNICAL BID will also contain the Bidders information in the format as given in bid document. TECHNICAL BID will NOT contain any pricing or commercial information at all.
- 8.6.3. In the first stage, Cost of RFP submitted by bidder will be checked and if it is found to be in order then only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.
- 8.6.4. After completion of above evaluation, COMMERCIAL BID of short-listed bidders will be opened.
- 8.6.5. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying

the Bid. All pages of the bid except un-amended printed literature shall be initialed by the person or persons signing the Bid.

8.6.6. 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 initialed by the person or persons signing the bid. The bidder should quote the price for each item required by the Bank.

8.6.7. Bidder has to submit the offer for AMC of all the items mentioned in the RFP otherwise the technical bid will be rejected.

8.6.8. After evaluation of commercial bids, the L1 bidder will be selected.

### **8.7. Technical Offer**

8.7.1. The Technical Offer (TO) should be complete in all respects and contains 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.

8.7.2. Technical Offer (TO) should comprise of the following:

8.7.2.1. Annexure A – Letter of Acceptance

8.7.2.2. Annexure B - Bidder's Profile Format

8.7.2.3. Annexure C - Eligibility Criteria

8.7.2.4. Annexure D – Commercial Bid / Bill of Material

8.7.2.5. Annexure E – Format of Performance Bank Guarantee

8.7.2.6. Annexure F – Bid Security Declaration

8.7.2.7. Annexure G – Bid Query Format

8.7.2.8. Annexure H - Undertaking by Bidder

8.7.2.9. Annexure I – Certificate for RFP Cost Waiver for MSME/NSIC Firms

8.7.3. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.

8.7.4. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.

8.7.5. All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

8.7.6. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted in the technical bid.

- 8.7.7. The bidder should ensure that all the annexure should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 8.7.8. 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.
- 8.7.9. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 8.7.10. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time.
- 8.7.11. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.unionbankofindia.co.in](http://www.unionbankofindia.co.in)) and Government tender portal ([l](#)) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

## **8.8. Commercial Offer**

The commercial offer must not contradict the Technical offer in any way and must include the cost of AMC of all the items being contracted. The suggested directive for Commercial offer is as follows:

- 8.8.1. Commercial Offer (CO) will give all relevant price information and will quote prices only in Indian Rupees. The CO should not contradict the technical offer in any manner. The CO should comprise of Commercial Version of Bill of Material as per Annexure. This must contain all price information.
- 8.8.2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

## 8.9. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to [rcc.samastipur@unionbankofindia.bank](mailto:rcc.samastipur@unionbankofindia.bank) with subject “RFP For Annual Maintenance Contract of Computers and Peripherals” as per the date given in the schedule of events of this RFP document.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank’s website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank’s website [unionbankofindia.co.in](http://unionbankofindia.co.in) and at government tender portal

## 8.10. Technical Bid Evaluation

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical 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 may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such ‘minor’ issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

On the basis of 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. No separate

information will be sent to the disqualified bidders. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder.

#### **8.11. Commercial Bid Evaluation**

On the basis of submitted commercial offers, bank will enter in to AMC contract with the lowest bidder (L1). AMC rates fixed at the time of contract will be non-negotiable for the contract period and no revision will be permitted.

This contract will be awarded for a period of one year from date of signing the AMC contract. It may be further renewed if both parties wish to continue on the same terms of service.

If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided by the vendor is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the vendor. Bank's decision in this regard will be final.

In normal course L1 vendor will get 100% of the work order. However, the Bank reserves the right to distribute the work among the shortlisted firms if required, keeping in view their relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the entire order. The L1 Vendor will get at least 60% of the work contract and the remaining work orders will be may be given to L2 Vendor, provided they accept the L1 Rates. Vendors of L3 rate and beyond will not be considered. Bank's decision in this regard will be final.

If any of the shortlisted Vendors are unable to fulfill the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating vendors after giving 15-days' notice to the defaulting Vendor. Also, during the period of the AMC contract due to unsatisfactory service to our branches/offices, Bank will have the right to cancel the contact and award the contract to other participating vendors.

#### **8.12. Award of contract**

On completion of evaluation of commercial bids, Bank will determine the L1 bidder and contract will be awarded to lowest bidder after commercial evaluation process.

However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to

listen to any representations unless there is change in the terms and conditions of purchase.

### **8.13. Price Composition**

The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.

Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.

## **9. Taxes and Duties**

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Bidder will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits etc., in connection with AMC of Hardware at site including incidental services, transportation, installation and commissioning. Payment of all taxes i.e. GST (CGST/SGST /IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in



respect of this Contract.

#### **10. Availability of Spares**

Spares for the product under AMC should be available for at least 1 year (mandatorily covering the entire AMC period) in case of Desktops, Printers and Scanners.

#### **11. Rejection of Bid**

The Bid is liable to be rejected if:

- 11.1 The document does not bear signature of authorized person in each page and duly stamp.
- 11.2 It is received other than online mode.
- 11.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 11.4 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.
- 11.5 It is evasive or contains incorrect information.
- 11.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 11.7 Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 11.8 Non-submission of RFP cost and bid security/EMD.

#### **12. Modification and Withdrawals of Bid**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, the EMD will not be refunded by the Bank.

#### **13. RFP Response**

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be delivered by hand/post at the place of bid

opening at stipulated date & time mentioned in the RFP.

#### **14. Price Validity**

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period.

#### **15. Payment Terms**

The terms of payment will be as follows:

- 15.1 No advance payment against work order.
- 15.2 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 15.3 The AMC charges on hardware will be paid quarterly in arrears, subject to confirmation of satisfactory service of the bidder and submission of service report duly signed by Bank official of respective branches.
- 15.4 In addition to the AMC amount, Applicable taxes will be paid at per prevailing rates at the time of payments. TDS at applicable rates will be deducted at source before releasing the payment. The AMC amount will be released quarterly in arrears after satisfactory service during the preceding quarter.
- 15.5 Payment will be released within 30 days from the date of the receipt of the invoice and the date of the sign-off given by the bank officials whichever is later.
- 15.6 If service engineer declares any computer hardware damaged thus non-serviceable, the said computer hardware would be removed from AMC and related payment for subsequent quarters (pro-rata basis for quarterly amount).

#### **16. Order Cancellation**

If the bidder fails to REPAIR the equipment within the stipulated time schedule or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the work order or entire contract in all such cases of breach of contract by giving 15 days' notice.

In addition to the cancellation of purchase order, Union Bank of India reserves the right to appropriate the damages from Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the vendor against the advance payment and may take appropriate action. Bank reserve the right to cancel the order by giving 15 days prior notice without assigning any reason.

#### **17. Support**

The bidder has to provide good after-sales service/support i.e. timely attending of calls (within maximum resolution time, as specified in this RFP), received from the branches/offices where the hardware items have been installed. The desired

support time should be uniformly maintained for all the sites. To meet up time, the bidder has to maintain sufficient inventory of spare parts to avoid unnecessary delay in obtaining the spare parts. Bidder should also submit escalation matrix along with name, phone number and email id for raising service requests.

## 18. Service Level Agreement

The Bidder should take total responsibility for the fault free operation of the hardware equipment and maintenance during the AMC period. The vendor will accomplish preventive and breakdown maintenance activities to ensure that the hardware equipment execute without defect or interruption of operation. **If the service support is not up to the expectations of the Bank, Bank may at its own discretion reject the proposal in total, without assigning any reason.** Bank may permit the downtime of supplied hardware items as described below:

Sr. No.	Location	Timings	Penalty for PCs per day (Rs.)	Penalty for Printers/ Scanners per day (Rs.)
1.	Urban Cities	*Same Business Day	100	50
2.	Semi Urban & Rural Areas	*Next Business Day	100	50

\*if any complain has lodged before 3Pm call should be treated as same business day otherwise call to be attended on next business day.

The supplier has to ensure on-site support (without any extra cost) for resolving all hardware equipment related issues, during AMC period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

During the AMC period the bidder should undertake to provide free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) to the Bank from the date of initiation of AMC of the Systems.

## 19. Adherence of Cyber Security Policy

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

## **20. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

## **21. Minimum Wages**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 (Both the State and Central Minimum Wages act must be adhered. In case of any contradiction, Higher Minimum Wages must be followed. It is to be noted, In **NO CASE**, bank shall be liable or be a party to any claim / penalty from any Law Enforcement Agencies / Statutory bodies for default / non-adherence to minimum wages act. The finalized AMC Vendor shall be solely responsible for any default / non-adherence to minimum wages act and subsequent legal actions / penalties).

## **22. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by the Bank. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory service report, Preventive Measure from the proposed offices/Branches if it has failed to accomplish then penalty will be imposed of .1% of AMC price incl. GST per Branch.

## **23. Confidentiality**

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 23.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 23.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 23.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 23.4. To treat all Information as Confidential Information.

## **24. Non-Transferable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

## **25. Penalty**

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. The payment should be released after getting all Preventive Measure and service call report across all the branches if it is failing to accomplish penalty of .1% of AMC price incl. GST per Branch/offices.

## **26. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

26.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

26.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

26.3 Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

## **27. Exit Clause**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

27.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 3% of the project cost within 30 days from receipt of purchase contract.

27.2 Delay in service beyond the specified period

27.3 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance

Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of three month during the contract period.

## **28. Termination of Contract**

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- 28.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 28.2 The Successful bidder goes into liquidation voluntarily or otherwise.
- 28.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 28.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 28.5 If deductions on account of liquidated damages exceeds more than 10%.
- 28.6 Non-satisfactory performance of the selected bidder during delivery and installation.
- 28.7 An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 28.8 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 28.9 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- 28.10 Selected bidder or its sub-contractors are found to be indulging in frauds.
- 28.11 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.

## **29. Arbitration & Jurisdiction**

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The

arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be **at Patna**, Bihar, India only.

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Patna, Bihar, India only.

### **30. Submission of Bids**

Both Technical Offers and Commercial Offers (Annexure - D) should be submitted in separate sealed envelope. Envelope must be marked clear Heading with **“Tender for AMC of computer and peripherals for Samastipur region”**. The envelope of technical bid should be marked with **“Technical Bid”** and envelope contains commercial annexure should be marked with **“Commercial Bid”**. Complete Offer should be submitted at the following address.

To,

The Assistant General Manager  
Union Bank of India, RO Samastipur  
1<sup>st</sup> floor, Panchwati Complex,  
Mohanpur Road, Near LIC campus  
Samastipur, Bihar-848101

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.



### 31. Annexure A - Letter of Acceptance

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

To,

The Assistant General Manager  
Union Bank of India, RO Samastipur  
1<sup>st</sup> floor, Panchwati Complex,  
Mohanpur Road, Near LIC campus  
Samastipur, Bihar-848101

Dear Sir,

#### **Sub: RFP for Annual Maintenance Contract of Computers 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 the Annual Maintenance Contract of Desktops, Printers, Scanners as detailed in your above referred in RFP. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information are enclosed. We also confirm that the offer shall remain valid for 30 days from the date of the offer. 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 Bank 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 to be responsible for the due performance of the contract. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever. Bidder means the bidder who is decided and declared so after examination of commercial bids.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Yours faithfully,

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

Date:

**32. Annexure B - Bidder's Profile Format**

Sl. No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Samastipur (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover	Operating Profit
	2019-20		
	2020-21		
	2021-22		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

**N.B. Enclose copies of Audited Balance Sheet along with enclosures**

Dated this..... Day of ..... 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

### 33. Annexure C - Eligibility Criteria

Sl. No	Pre-Qualification Criteria	Compliance (Yes/No)	Detail of Proof Attached
1	The bidder should be in existence for last 3 years from the date of issuance of RFP. Bidder must have served AMC Service of similar type of Computer Hardware to <b><u>THREE DIFFERENT</u></b> BFSI / Government department/ Private Sector in India during last three financial Years. Similarly, if the bidder is having <b><u>4 years</u></b> of existence, that MUST be accompanied with AMC Service to <b><u>TWO DIFFERENT</u></b> BFSI / Government department / Private Sector in India during last three financial Years. However, for bidders having five or more years of existence, AMC Service to minimum One BFSI / Government department / Private Sector in India during last three financial Years remains the eligibility criteria. <b>No bidders</b> shall be allowed <b><u>with less than three years</u></b> of existence.		Certificate of incorporation / certificate for commencement of business / other relevant documentary proof is to be submitted.
2	Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in two years out of previous 3 financial years, (2019-20, 2020-21 and 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate provisional Balance sheet/Profit & Loss Statement should be submitted.		Balance Sheet and Profit Loss Statement of Bidder is to be submitted.
3	The bidder should be AMC Service provider of proposed Computer Hardware for the past five years.		Relevant document is to be submitted.
4	The bidder must have provided AMC Service of similar type of Computer Hardware to BFSI/Government department in India during last three financial Years.		Satisfactory performance certificate/Purchase Order from customers should be submitted.
5	Bidders, who have not satisfactorily completed any of the earlier contracts or Purchase Order issued by Union Bank of India, e-Andhra Bank & e-Corporation 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 / Purchase Order with Union Bank of India, e-Andhra Bank & e-Corporation Bank.
8	The companies or firms, bidding for this tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor hardware quality and malpractices.		The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender, otherwise their bid will not be considered
9	Bidder must have controlling office at Samastipur. Bidder must also have full time engineer at Samastipur, Muzaffarpur, Darbhanga, Begusarai, Motihari, Bettiah, Sitamarhi, Gopalganj, Siwan and Saran city of North Bihar. <b>One Engineer must be deputed at Regional Office, Samastipur till the Contract.</b>		Supporting documents mentioning the office address and each resident engineer's address, contact no. email-id to be submitted along with the bid document.

Date:  
Place:

Authorized Signatory:  
Name & Designation:

### 33. Annexure D - Commercial Bid / Bill of Material

Sl. No.	Description	Basic AMC Rate (Rs.) (a)	Quantity (Approximated) (b)	Total Exclusive of taxes (Rs.) (a*b)	Submitted (Yes/No)
1	Desktops with Intel Processor or AMD Processor	XX	306	XX	
2	All-in-One PC	XX	53		
2	Fast DMPs	XX	11	XX	
3	DMPs	XX	13	XX	
4	LaserJet Printers with & without Duplex	XX	74	XX	
5	Pass Book Printers	XX	93	XX	
6	MFP	XX	24	XX	
7	Flat Bed Scanners	XX	78	XX	
8	<b>Total Cost A</b> <b>=(1+2+3+4+5+6+7)</b>	NA	NA	XX	

#### Note

1. Unit price of all items, including optional items as well as TCO must be quoted in WORDS AND FIGURES.
2. The Total cost should be inclusive of all charges but exclusive of GST (CGST/SGST/IGST), which shall be payable by the Bank at actual on date of invoicing.
3. In case of any discrepancy, unit price quoted in words will be considered for computation of TCO.
4. Cost comparison will be on the basis of total cost of ownership calculated as explained above.
5. The AMC charges will be paid quarterly in arrears as mentioned in the payment terms.
6. Bank will not pay any Labour charges for transportation, repairing of hardware items separately. All such costs, if any, should be absorbed in the above TCO.
7. The numbers of units mentioned above are notional for arriving at L1 value. The actual numbers of units may vary and purchase order shall be placed on actual requirements of the Bank.

**Authorized Signatory:**

**Place:**

**Name & Designation & mail id :**

**Date:**

**Business Address:**

#### **34. Annexure E - Format of Performance Bank Guarantee (Covering Delivery obligations)**

**NOTE:**

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs. 50/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To,

Dear Sir,

In consideration of Union Bank of India, Regional Office Samastipur, placing an work order for Annual Maintenance Contract on \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the contract entered into by the vendor vide contract no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the Maintenance of Computers and Peripherals as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We \_\_\_\_\_ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity

period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. \_\_\_\_\_ ( Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed Rs ..... (Rupees ..... Only)
- II) This bank guarantee shall be valid up to \_\_\_\_\_.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_\_\_ 12:00 hours (Indian standard time)

where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

### 35. Annexure F - Bid Security Declaration

To,  
The Assistant General Manager  
Union Bank of India, RO Samastipur  
1<sup>st</sup> floor, Panchwati Complex,  
Mohanpur Road, Near LIC campus  
Samastipur, Bihar-848101

Dear Sir,

**Subject: Request for Proposal (RFP) for Annual Maintenance of Computers and Peripherals.**

We \_\_\_\_\_ (bidder name), hereby declare that if we withdraw/modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract and
2. In case, we become successful bidder and if:
  - a) We fail to execute Contract within the stipulated time or
  - b) We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Then, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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



### 36. Annexure G - Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl No	Clause no	Page no	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:

### 37. Annexure H - Undertaking by Bidder

Place:

Date:

To,

The Assistant General Manager  
Union Bank of India, RO Samastipur  
1<sup>st</sup> floor, Panchwati Complex,  
Mohanpur Road, Near LIC campus  
Samastipur, Bihar-848101

#### Undertaking (To be submitted by all Bidders' on their letter head)

We \_\_\_\_\_(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

**38. Annexure I - Certificate for RFP Cost Waiver for MSME/NSIC Firms**

**(on Letter head of Chartered Accountant)**

**Date:**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2022. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature  
Name  
Reg. No

VID No.

