



REQUEST FOR PROPOSAL(RFP)
ANNUAL MAINTENANCE CONTRACT
(AMC) OF
UPSs
FOR BRANCHES AND OFFICES UNDER
REGIONAL OFFICE HYDERABAD
SAIFABAD

Start Date: 29-06-2022

End Date: 11-07-2022 till 03.00 PM

Opening of Technical Bid: 12.07.2022 at 04.00 PM

Query Submission Date: Till 08.07.2022(04.00 PM)

EMD Amount: Rs 25,000/-

RFP Fees: NIL

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 – AMC OF COMPUTER HARDWARE AND PERIPHERALS

Last date and time for seeking clarification from us on the terms & conditions of the RFP, Prebid Meeting will be held for the same at communication address	(08.07.2022 at 4.00 PM)
Last date and time for receipt of Bidding Document	(11.07.2022 by 3.00 PM)
Date and Time of Technical Bid Opening	(12.07.2022 at 4.00 PM)
Place of issue/submission/opening of Bids and address of communication.	Union Bank of India, Regional Office Saifabad, #5-9-11, 5 th floor, Dr.Pattabhi Bhavan, PB No:6, Saifabad, Hyderabad, Telangana, PIN-500004
EMD/BID Security	Rs 25,000.00 (Rs. Twenty Five Thousand only) in the form of Demand Draft in the favour of Union Bank of India payable at Saifabad should be enclosed with Technical Bid. In case of Bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.
Cost of RFP (Non-refundable)	NIL
Contact to Bidders for any queries	Bidders are requested to send an email to rcc.hyderabadsaifabad@unionbankofindia.bank in case of any query till 08.07.2022, 04.00 PM.

This RFP is being issued with no financial commitment and bank reserves the right to change or vary any part thereof at any stage. Bank also reserves the right to withdraw any part or 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 the same.

INSTRUCTIONS TO BIDDER FOR AMC OF UPSs

1. INTRODUCTION

Union Bank of India is a Public Sector Bank having Head Office at Nariman Point, Mumbai and Regional office Saifabad at Union Bank of India, Regional Office Saifabad, #5-9-11, 5th floor, Dr. Pattabhi Bhavan, PB No:6, Saifabad, Hyderabad, Telangana, PIN-500004. The Regional Office Hyderabad Saifabad invites offer for providing comprehensive on-site Maintenance Services of UPSs.

2. SCOPE OF WORK

The objective of this RFP is to enter into rate contract with one or more bidders for maintenance of UPSs listed in this RFP. Bank and selected bidder/s would enter into an agreement for the period of nine months (wef 01.07.2022 to 31.03.2023) 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 UPSs mentioned in annexure V of RFP including all plastic parts without any extra payment.
- b. The replacement of all the spares (excluding Batteries only) is included under the AMC. The replacement of defective spares with genuine spares of same configuration will be done without any extra cost.
- c. The vendor shall maintain adequate spare machine at their end.
- d. The vendor should ensure that the UPS reported down on any working day is set right within 24 hours of reporting the complaint. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide replacement (of equivalent capacity) of the same.
- e. The bidder shall maintain the equipments as per manufacturer's guidelines and shall use standard and genuine components for replacement.
- f. 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.
- g. Complaint can be registered either telephonically or by e-mail by respective branch/Office and proper record of the complaints to be maintained by the firm.
- h. Call coordinator should be assigned by prime vendor who will register, assign, and track and monitor all calls for all the location for which contract is provided. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit.
- i. 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.
- j. 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 (in case any part change is required, it should be informed to RCC). 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, Hyderabad Saifabad.
- k. All the complaints received shall be attended by them in following manner.
 - Minor faults immediately with telephonic support.
 - Major faults which require visit to branch within 24 hrs with call resolution.

- Repair and servicing of UPS 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 with prior intimation to Regional Computer Cell (RCC) and a standby UPS of same capacity should be installed.
 - The replacement of components shall be as per manufactures instructions and as per the decision of Regional Computer Cell, Hyderabad Saifabad. No UPS or parts will be taken out for repair without prior written approval of Regional Computer Cell, Hyderabad Saifabad.
- l.** 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.
- m.** The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The firm shall carry out preventive maintenance (PM) on quarter basis and shall plan, as per schedule of quantities, such that maintenance is carried out for each UPS at least once in three months. A separate logbook should be maintained to record the preventive maintenance carried out on each UPS. 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.
- n.** The schedule of preventive maintenance shall be as follows:-
- To ensure UPSs are working properly in branch/ATM site/BNA and no call pending in branch.
 - Checking of power supply source for proper grounding, earthing and safety of equipment to avoid damage.
 - Shifting of equipment as and when required in office/branches.
- o.** The vendor shall make AMC services available on all days as and when requested by the Bank.
- p.** The scope of work will also include the provision of engineer for reinstallation of UPS in case of shifting of branch premises or others.
- q.** It shall be the responsibility of the firm to make all the UPSs work satisfactorily throughout the contract period and to hand over the UPS in working condition to the Branch/office after expiry of the contract. In case any damage is found, the firm is liable to rectify even after the contract.

3. ELIGIBILITY CRITERIA

Sr No.	ELIGIBILITY CRITERIA
1	The bidder should have minimum of 3 years' experience in the Maintenance of UPSs and must be performing the AMC (UPSs) of at least one Public Sector 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. 20 Lakhs (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 need to be submitted.
3	The bidder should have made operating profits in the last three financial years.
4	The bidder must provide customer satisfaction letters from at least one Public Sector Bank where the bidder has provided services in last 2 financial years including Union Bank of India, erstwhile Andhra Bank & erstwhile Corporation Bank. (Proof to be submitted along with technical bid).
5	The bidder should have at least single contract of value Rs 5.0 Lac or above for the maintenance of UPSs with Public Sector Bank/ Government department (As on

	31.01.2022).
6	The bidder should have necessary infrastructure & service support centres Hyderabad & Rangareddy Districts or nearby 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 Hyderabad Saifabad region within stipulated time frame as mentioned in this RFP. (Proof to be submitted along with technical bids). The bank will analyze the number of service centres, number & 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 number of service centres, number & 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 Firms pay roll (relevant proof to be submitted along with technical bid) and PF deduction for that employee is mandatory.
8	The bidder should be capable of providing multivendor OEM support i.e. capable of providing service & support of Numeric/Consul/Techsher/Hitachi etc. (relevant proof 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 or e-Corporation Bank or e-Andhra Bank, will not be eligible for participation in this tender past 3-5 years. 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.
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.
11	The bidder should be registered under GST.

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 25,000.00(Rs. Twenty Five Thousand only) in the form of a valid demand draft/pay order in favour of Union Bank of India, RO Hyderabad Saifabad, payable at Hyderabad. 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.

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**, Regional office Saifabad at Union Bank of India, Regional Office Saifabad, #5-9-11, 5th floor, Dr.Pattabhi Bhavan, PB No:6, Saifabad, Hyderabad, Telangana, PIN-500004. RFP document fee is NIL.

8. AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- b. Amendments, if any will be notified through Bank's web site to all prospective Bidders, Which have received the Bidding documents and will be binding on them.
- c. In order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, Bank may, at its discretion, extend the dead line for submission of bids.

9. TERMS OF EXECUTION

- a. All the UPSs are in working conditions and in use in branches/ATM sites. The successful bidder shall be given 5-7 days of 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.
- 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 Hyderabad Saifabad Region (Rangareddy & Hyderabad Districts). The total number of branches to be covered are 84 branches/offices (including Regional Office).

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 UPS" and "COMMERCIAL BID- AMC OF UPS" as the case may be.

The tender offer should be submitted, in one sealed envelope super-scribed 'Tender for AMC of UPS', 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 item and every item as per format of commercial bid.** Any quotation found to contain incomplete information is liable to be rejected.

12. EVALUATION CRITERIA

A) Technical Bids:

- a. The Technical Offer (TO) should be 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 draft for bid security should be enclosed.

NOTE: all the Annexure I, II, III, IV and V should be submitted duly signed with seal of the company. (All these documents should be 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 misrepresentation/false information will entail rejection of the offer.
 - Bids submitted without 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 take into account 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 nine months 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 bank after the deadline for submission of bid prescribed by the bank 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 bank 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. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The bank 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. This tender documents shall not be deemed to be an agreement, offer or promise or invitation to offer.

22. USE OF CONTRACT DOCUMENTS AND INFORMATION

The vendor shall not, without the bank'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, Hyderabad Saifabad.
- d. Maintenance charges payable by Bank are inclusive of all taxes etc.
- e. If the Firm shall, during the term of this agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, the agreement shall there upon be deemed amended to provide the same to the Bank.

24. PERIOD OF CONTRACT

The contract will be valid for Nine Months from the effective date of contract. Please note that contract can be cancelled unilaterally by the bank 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 Nine months, extendable up to one more year without change in AMC rates on the basis of performance of last year at the discretion of Bank. If the vendor desires or not desire to renew the existing contract, he shall express his desire by giving three months prior notice before expiry of contract.**

25. EFFECTIVE DATE OF CONTRACT

The firm shall be required to submit and sign an Agreement in similar lines with model agreement as per **Annexure-VI** on stamp paper of requisite amount. However the firm shall require to execute detailed AMC/service level agreement with the bank defining specific terms and conditions for the contract awarded by the bank. 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.

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.

28. DELAYS IN The Firm/L1 Vendor 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 **Firm/L1 Vendor** 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 General Manager, Union Bank of India, Regional Office Saifabad, #5-9-11, 5th floor, Dr.Pattabhi Bhavan, PB No:6, Saifabad, Hyderabad, Telangana, PIN-500004

30. DEADLINE FOR SUBMISSION OF BIDS

Bid must be received by the bank 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 **Firm/L1 Vendor** 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

- i) 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.
- ii) The prime vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, or for any claim for damages if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of event of Force Majeure.
- iii) For purposes of this clause, "Force Majeure" means an act beyond reasonable control of the parties, events such as natural calamities, strikes, civil unrest, and acts of God

or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

- iv) If a Force Majeure situation arises, the prime Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Prime Vendor shall continue to perform Prime Vendors obligations under this agreement as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- v) In such a case the time for performance shall be extended by a period (s) not less than duration of Force majeure event. However if the Force Majeure event continues for a period of more than 30 days, either party is at liberty to terminate the agreement.

34. SUBCONTRACTING

The prime vendor shall not without the prior written consent of bank subcontract or permit anyone other than the prime vendor personnel to perform any of the work, services or other performance required of the prime vendor under this agreement.

35. SECURITY

The prime vendor agrees that it and its personnel will, at all times comply, with all the security regulations in effect from time to time at the bank's premises and outside for materials belonging to the bank.

36. CONFIDENTIALITY

- i) The prime vendor acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the bank. The prime vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release or disclose it to any other party. The prime vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement is fully satisfied and if any loss to the Bank by such acts of the employees of the prime vendor, the prime vendor undertakes to indemnify the bank.
- ii) The Bank acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance thereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Bank, agrees to hold such materials and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information and not to release or disclose it to any other party. The Bank agrees to take appropriate action with respect to its employees to ensure that the obligation of non-use and non-disclosure information under this agreement is fully satisfied.

37. 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.

38. PENALTY FOR LACK OF SERVICE SUPPORT

Bank expects proper service support during contract period. The UPS should be set right within 24 hours of reporting the complaint. In case the machine is down for more than 2 working days and no substitute is provided by the vendor, penalty of Rs.300/- per day may be charged.

39. RIGHT TO ALTER QUANTITIES AND LOCATIONS

The Bank reserves the right to alter the UPS quantities or site locations mentioned in the offer. The Bank also reserve the right to add or delete one or more item from the list of items specified in offer. The Bank also reserves the right to add or delete name of any branch. The Branches where UPS 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 UPS is replaced with new UPS will be deleted from AMC purview.

40. 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 Hyderabad.

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 Hyderabad.

41. INDEMNITY & LIABILITY

- i) 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.
- ii) The Prime Vendor represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity. The Prime Vendor agrees that it will, and hereby does, indemnify the bank from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

- iii) The Prime Vendor shall be responsible for any direct or indirect or consequential losses out of any failure in the UPSs.

42. TERMINATION OF THIS AGREEMENT

The Bank reserves the right to cancel the contract placed on the prime/L1 vendor and recover expenditure incurred by the Bank in the following circumstances:

- The prime vendor commits a breach of any of the terms and conditions of the contract.
- The prime vendor goes in to liquidation/insolvency voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days.

The prime vendor shall not have any right to cancel the contract during the tenure of the contract. The Bank has the right to terminate the contract by giving an advance notice of 3 months.

However, the bank shall pay to the prime vendor amount due to him towards the product and services already provided/rendered as per the contract. Such payment shall be subject to other terms and conditions.

43. PERFORMANCE GUARANTEE

Within 15 days of the issue of purchase order the selected prime vendor must submit a performance guarantee equivalent to 10% of the Total Contract value. The bank guarantee shall be kept valid till completion of contract period. The guarantee shall contain a claim period of three months from the last date of validity.

The bank shall invoke the guarantee before expiry of validity, if the services rendered by the prime vendor are not satisfactory and not as per the terms of the contract/AMC and SLAs. The bank shall notify the prime vendor in writing before invoking the guarantee.

The performance guarantee will be discharged by bank and will be returned to the prime vendor thirty days after expiry of contract period.

44. JURISDICTION

All disputes and differences of any kind, whatsoever, arising out of the audit propositions shall be referred by either party (the Bank or the Prime vendor), after issuance of 30 days notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of this contract, executed between the Bank and the Prime vendor. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Hyderabad, Telangana.

The Contract with the prime vendor shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Nizamabad (with the exclusion of all other courts)

45. Access To Audit

Bank will have access to all operation related books, records and information relevant to the outsourced activity available with the prime vendor relating to this engagement only. All the prime vendor records maintained specifically with respect to their performance under this Agreement shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. However, no proprietary or confidential information of the prime vendor shall be open to such inspection or audit.

The bank shall have the right to conduct audits on prime vendor whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on prime vendor in conjunction with the services performed for the bank as long as such audits are limited to the outsourced activity alone; scope of such audit shall exclude any right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Service Provider's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Service Provider's profitability or other such financial data.

Prime vendor has to allow RBI or persons authorized by it to access the bank's documents, records of transactions, and other necessary information directly connected with services rendered under this Agreement, given to stored or processed by the service provider within a reasonable time. Notwithstanding anything to the contrary, any/all internal data including but not limited to financial; pricing; payroll related details shall be out of scope of any such audit.

Bank will have right for continuous monitoring and assessment so that any necessary corrective measure will be taken immediately.

All documents and data should be preserved by prime vendor in accordance with the legal/regulatory obligation of the bank in this regard.

46. ANNEXURE I – PRE QUALIFICATION

The minimum qualification criteria for the bidder are as under:

Pre Qualification Criteria	Compliance(Yes/No)	Detail of proof Attached
1. The bidder should have minimum of 3 years of experience in the maintenance of UPSs and must be performing the AMC (UPSs) of at least one Public Sector Bank.		Relevant AMC POs to be submitted.
2. The bidder should be a company incorporated in India having an average annual turnover of Rs. 20 Lakhs (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 bidder vendor 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. The bidder must provide customer satisfaction letters from at least one Public Sector Bank where the bidder has provided services in last 2 financial years. To be submitted with the technical bids.		Certificate from the customers clearly stating that they are satisfied with the services and duration of service from and to date to be submitted.
5. The bidder should have at least single contract of value Rs 5.0 Lac or above for the maintenance of UPSs with Public Sector Bank/Government department (As on 31.01.2022).		Relevant POs to be submitted
6. The bidder should have a Registered/ Branch office in Hyderabad necessary infrastructure & Service Support Centres/locations in Hyderabad for maintenance of offered hardware and software. The Bank will analyze the number of service centres, number & 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 number of service centres, location of service centres, number & position of engineers at service centres, infrastructure etc. The Bank reserves the right to technically disqualify the vendor(s). The decision of the Bank shall be final.		Details of service/ support network in Telangana (addresses, name of contact persons, phone numbers, e-mail etc.) and proof of Registered/ Branch offices must be furnished as part of bid.
7. The bidder having franchise arrangement of 3 rd party service support cannot quote. The engineers should be on the Company's pay roll and PF should be deducted for the employee.		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 Numeric/Consul/Techsher/Hitachi Hirel etc., make.		Relevant proof to be submitted.
9. Bidders, who have not satisfactorily completed any of the earlier contracts issued by Union Bank of India, e-Corporation Bank & e-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.		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

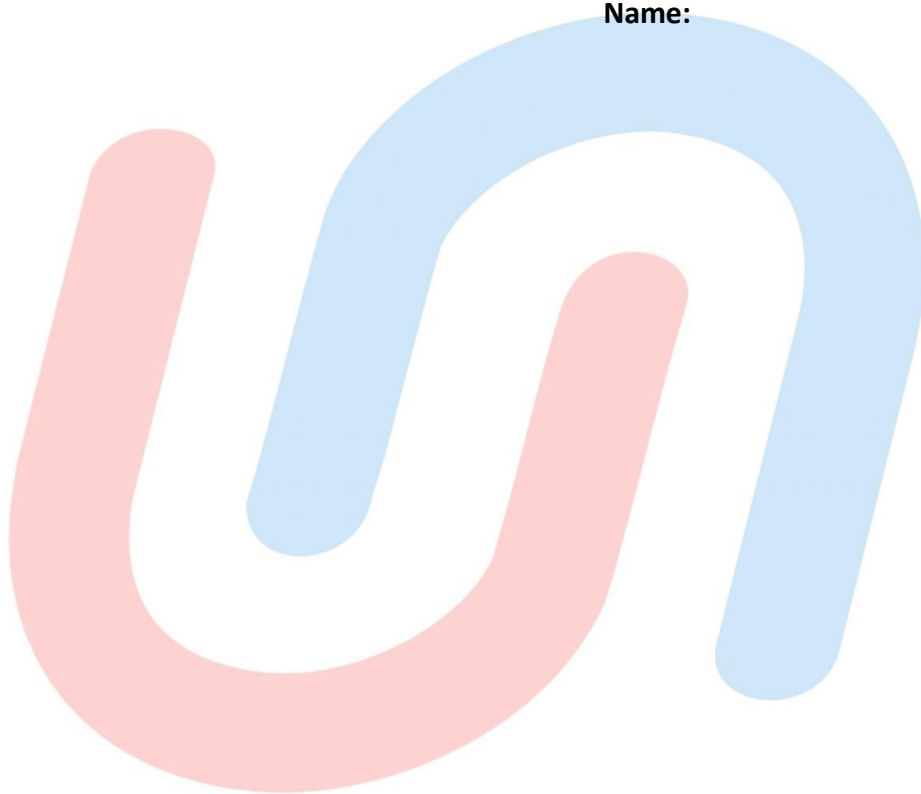
		Fghave not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender.
11. The bidder should be registered under GST.		Relevant proof to be submitted.

Date:

Signature:

Seal of Company:

Name:



47. ANNEXURE II – ACCEPTANCE OF TERMS AND CONDITIONS

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

To

The Regional Head
Regional Office Saifabad,
#5-9-11, 5th floor, Dr. Pattabhi Bhavan,
PB No:6, Saifabad, Hyderabad,
Telangana, PIN-500004
Dear Sir,

Sub: RFP for AMC of UPSs

With reference to the RFP dated 29.06.2022, 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. 25,000.00 (Rs. Twenty Five Thousand only) favouring Union Bank of India and payable at Hyderabad, towards bid security, details of the same is as under.

Yours faithfully,

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

48. ANNEXURE III – LETTER OF UNDERTAKING ON COMPANY'S LETTER HEAD

To

**The Regional Head
Regional Office Saifabad,
#5-9-11,5th floor, Dr.Pattabhi Bhavan,
PB No:6, Saifabad,Hyderabad,
Telangana, PIN-500004**

Dear Sir,

Sub: RFP for AMC of UPSs.

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:

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

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

Sr. No.	Area	Address of service centre	Name and contact details of Centre head	Total No. of Field Engineer In Telangana
1				
2				

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

Date:

Signature _____

Seal of Company/firm

Name:

50. ANNEXURE V – COMMERCIAL BIDS

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

Sr. No.	Items	No of items (A) (Approx)	AMC Rate per item in Rs. (Without taxes) (B)	Total Amount $C=A*B$
1	UPS (2 KVA)	90		
2	UPS (3 KVA)	90		
3	UPS (5 KVA / 6 KVA)	10		
4	UPS (10 KVA)	1		
TCO (Total Cost of Ownership) – Grand Total (1+2+3+4)				
TCO (In words):				

The quantity/number of items mentioned in the above sheet is approximate and is arrived at based on the items covered in previous AMC.

- **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 in the 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:

51. 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 – UPSs 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 dated 29.06.2022, 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:

52. ANNEXURE VII – FORMAT OF BANK GUARANTEE**BANK GUARANTEE**

To,
The Regional Head
Regional Office Saifabad,
#5-9-11, 5th floor, Dr. Pattabhi Bhavan,
PB No:6, Saifabad, Hyderabad,
Telangana, PIN-500004

This deed of guarantee made and executed on this, by (BANKER ADDRESS) here after called Guarantor) which term whatever the context so permits shall include its successors and assigns). IN FAVOUR OF Union Bank of India, a body constituted under Banking Companies Acquisition and Transfer of Undertakings Act 1980 has its head office at 239, Union Bank Bhavan, Vidhan Bhavan Marg, Mumbai-400021 (hereinafter called the "BANK" which term wherever the context so permits shall include its successors and assigns).

Whereas the Bank has placed an order on M/s. _____ Ltd registered office at _____ (Hereafter called Service provider' which term wherever the context so permits shall include its successors and assigns) for providing of Annual Maintenance Service to the list of UPSs mentioned in the Annexure-V.

AND whereas service provider has accepted the terms and conditions of the said purchase order and agreed to provide AMC service to UPSs to the bank in accordance with the terms and conditions set out in said Purchase order.

AND WHEREAS the Bank is entitled to retain a sum Rs. ____/- (Rupees ____ Only) representing 10% the value of the total AMC order, payable to the service provider till the expiry of the contract period from <01.07.2022 to 31.03.2023> during which the service provider has to rectify all defects and deficiencies in the UPSs free of cost by way of submission of a Bank Guarantee for the said sum of Rs ____/- (Rupees ____ Only) in favour of the Bank from a Scheduled Bank to which the service provider has agreed and the Guarantor has at the request of service provider agreed to furnish this guarantee subject to terms and conditions stated below:

NOW THIS DEED WITNESSETH THAT in pursuance of the above said agreement, the Guarantor

Hereby agrees and covenants with 'Bank' as follows:

1. That during the period of subsistence of this Contract of Guarantee, the Guarantor shall be liable in respect of the amount due and owing to the bank in respect of the payments to the extent Rs ____/- (Rupees ____ Only) against any loss & damage caused to or suffered or would be caused to or suffered by the Bank by reasons of any breach of the terms of the said purchase order by the service provider.

2. The guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Bank intimating that the amount claimed is due by way of loss sustained or damage caused to the Bank or would be caused by the Service Provider of any terms contained in the said order. Any such demand made on the Guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the service provider or denies.

3. The guarantor further agrees that the guarantee here contained shall remain in full force & effect till <01.07.2022 to 31.03.2023> all the service to be rendered under the said order are completed to the entire satisfaction of the bank or till the Bank certifies that the terms and conditions of the said order have been fully and properly carried out by the said service provider and accordingly the guarantee.

4. The Guarantor further agrees with the bank that the Bank shall have the fullest liberty without the Consent of the Guarantor and without affecting in any manner the obligations of the Guarantor here under to vary any of the terms of the said order or extend the time of performance by the said service provider from time to time or refrain from exercising the powers exercisable by the Bank against the said service provider or to forbear or omit to enforce any of the terms and conditions relating to the said order and the guarantor shall not be relieved of its liability in whole or in part, by reason of any act, commission or forbearance on the part of the bank or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.

The Guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the bank in writing.

Notwithstanding anything contained herein above;

1. Our liability under this Bank Guarantee shall not exceed
2. This Bank Guarantee shall be valid up to <31.03.2023>.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee and only if we receive a written claim or demand on or before <31.03.2023>.

Place:
Date:

Seal & Signature