

Union Bank of India - Zonal Office, Mumbai

Reference No.: FGMO\_MUM:ZCC:6798:2022

Date: 21.06.2022

**Request for Proposal (RFP)**

**For**

**Annual Maintenance Contract**

**Of**

**UPS at Branches/Offices under**

**RO Mumbai South**

**Start Date: 21.06.2022**

**Last Date of Submission: 12.07.2022**

**Bid Details -AMC Of UPS for Branches / Offices Under Regional Office Mumbai South**

<b>RFP Commencement Date</b>	21-06-2022
<b>Last date for seeking clarification on this RFP</b>	02-07-2022
<b>Last Date and Time for Submission of Bid</b>	12-07-2022
<b>Date and Time of Technical Bid Opening</b>	13-07-2022
<b>Place of Opening of Bids</b>	Union Bank of India, Zonal Office 5 <sup>th</sup> Floor, 66/80 Mumbai Samachar Marg, Fort Mumbai - 400023
<b>Address for Communication</b>	Union Bank of India, Zonal Office 5 <sup>th</sup> Floor, 66/80 Mumbai Samachar Marg, Fort Mumbai - 400023
<b>RFP Document Fee</b>	NIL
<b>EMD</b>	NIL
<b>Contact for Bidders</b>	Interested Bidders are requested to send the email to: <a href="mailto:zcc.mumbai@unionbankofindia.com">zcc.mumbai@unionbankofindia.com</a> Containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Email address, Contact No. etc.

**Note:** Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this.

## **1. Introduction**

**1.1 Union Bank of India** is a Public Sector Bank (hereinafter referred to as 'the Bank') having Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai-400021, and Technology Centre at 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai - 400 072. The Bank is having more than 9500 branches/Offices and 125 Regional Offices spread across the country.

**1.2** Offers are invited from reputed bidders for Annual Maintenance of UPS for Union Bank of India, Regional Office, Mumbai South 84+ branches/offices/ATMs, spread across limited places of Mumbai South.

## **2. Eligibility Criteria**

**2.1** The bidder should be a company/firm incorporated in India having an average annual turnover of ₹75 lacs in last three financial years i.e., 2019-20, 2020-21 and 2021-22 as per the audited balance sheet available at the time of submission of tender. This must be the individual company turnover and not that of any group of companies. In case of audit not completed for FY 2021-22, Bidder need to submit provisional balance sheet and P&L.

**2.2** The Company should have made operating profits in last three financial i.e., 2019-20, 2020-21 and 2021-22 as per the audited balance sheet available at the time of submission of tender. A copy of last three financial years' relevant audited balance sheets & profit loss statement should be submitted with the offer.

**2.3** The bidder should have experience of 5 years in customer support services field in banking industry with at least one single order of minimum ₹5 lakhs for UPS AMC. The bidder should be currently engaged in similar AMC contract with at least two nationalized banks other than Union Bank of India. Satisfactory performance certificate/Purchase Order from customers should be submitted.

**2.4** The bidder should have minimum 1 service/support centre across Mumbai for support and maintenance of UPS. Details of service/support engineers (addresses, names of contact persons, phone numbers, e-mail etc.) must be furnished as part of the bid (Annexure-E). The bidder should be able to provide efficient and effective support across Mumbai, to attend calls at all the branches and offices of the bank within stipulated time frame as mentioned in this RFP.

**2.5** Bidders, who have not satisfactorily completed any of the earlier contracts or Purchase Order issued by Union Bank of India, 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.

**2.6** The bidder should have ISO Certification. Self-attested copy to be submitted. However, if it is expiring within the period of 31/03/2023, and the bidder has applied for renewal of the certificate, they will submit the details of their renewal application as well as the last available ISO certificate. However, such renewal shall be subject to at the sole discretion of the bank.

**2.7** The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services and malpractices. The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs as on date of

submission of the tender, otherwise their bid will not be considered. In case of concealment of any facts, tender approved by the bank shall be cancelled in future.

2.8 The bidder should have Income Tax PAN, TIN No, GST No and the latest Clearance Certificate. (Self-attested copies of Pan card, TIN No, GST Certificate, and latest Income tax return to be submitted). The bidder should be registered with respective Tax Authorities for GST as applicable for the nature of work undertaken by them. Self-attested copy of proof to be submitted regarding the same.

### **3. Scope of AMC**

The Objective of this RFP is to enter contract with one or more bidders for Comprehensive on-site Annual maintenance of UPS listed in this RFP. This AMC contract will be applicable for all the offices/ATMs of bank under Regional Office, Mumbai South.

3.1 The AMC Contract would be for Annual Maintenance of following hardware items:

- 3.1.1 onsite UPS in branch/offices/ATMs
- 3.1.2 offsite UPS in ATMs

3.2 The vendor will provide maintenance service in response to mail, telephone notice by any Union Bank Mumbai South branches. The bidder will provide escalation matrix for the same.

3.3 The vendor will align a qualified field engineer (FE) to correct any faults and failures in the UPS and will arrange repair and replace any defective parts of the hardware during bank's normal local working hours. In cases, where any part of the hardware need replacement, the Vendor will replace such parts, at no extra cost to bank, with brand new parts or those equivalent to new parts in performance. If any of the peripherals, components like Fan, charger card, PCB Card etc., is not available or difficult to procure, is causing delay in replacement, a standby hardware of equivalent capacity or higher capacity at no additional charges will be provided to bank branch.

3.4 All the items would be covered under comprehensive AMC except consumables/burn cases. The list of UPS branch wise will be provided to successful bidder. If there is any gap between Bank's requirement and AMC hardware, then it will be the responsibility of bidder to fill up the gap. All consumable items may be replaced at market price only with no extra service cost to bank and such market price shall be applicable till the tender is enforced i.e. from the date of acceptance of market price till the end of tender.

3.5. The prime vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.

3.6 The vendor will accomplish preventive and breakdown maintenance activities to ensure that the hardware equipment execute without defect or interruption of operation and give at least 95% uptime on quarterly basis. 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 hardware items as described below:

S. No.	Location	Timings	Penalty for UPS Downtime per day (₹)
1	Metro	Within 24 hours of information of issue	150
2	Urban	Next business Day	150
3	Rural	Next business Day	100

In case the original bank hardware is replaced with a standby, the temporary substitute machine will be replaced with the original machine duly repaired within a week's time failing which the above damages will be incurred for the number days exceeding one week.

**3.7 Preventive Maintenance:** The vendor will conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all the diagnostics, cleaning and removal of dust from the exterior and interior of the hardware, and necessary repairing of once within a quarter. If in any quarter, the vendor doesn't fulfil the provision of preventive maintenance, the proportionate charges for that quarter will not be considered payable by the bank.

**3.8 Shifting of hardware to another site:** In case of shifting of entire branch/office-under AMC from existing premise to another or shifting of individual hardware (UPS)-under AMC from one site to another, shifting will be responsibility of the bank. However, the deinstallation/installation of equipment/hardware under AMC will be done by vendor in old and new premises respectively, at no extra cost to bank. The hardware location will then be updated as per new location in the details submitted to vendor. The reason for shifting may be due to:

1. closure/merger of current site (branch/office/ATM),
2. shifting of extra available UPS to another site for replacement of existing damaged hardware,
3. shifting of ATM with UPS from one location to another.
4. or any other cause not mentioned above as per sole discretion of bank.

If the hardware is not under AMC, bank may/may not contact the vendor for deinstallation and/or installation, with market price payable to vendor for services rendered. However, bank is not obliged to contact the vendor for not AMC hardware shifting.

**3.9** The vendor will maintain at bank's site, a machine wise written maintenance and repair log and record therein each incident of 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.

**3.10** Due to ongoing amalgamation and based on business requirement in future Bank may shut any of the branch/offices, Hardware at those locations may be utilized at other offices by giving 15 days' notice period and will be included in AMC through different location.

**3.11** The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis. The details provided should include:

- i) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
- ii) Nature of complaint.
- iii) Statistic on the response time / resolution time.
- iv) Monitoring / follow-up with the supplied service provider in case of equipment under

warranty.

No hardware can be taken out from Bank premises by the vendor without written permission of the concerned Branch manager.

#### **4. Maintenance Standards**

4.1 All field team visiting our offices should be employees of the company. The staff strength and posted locations are to be mentioned in your response to our RFP.

4.2 All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They will be competent enough to install or rectify all equipment under their AMC service to the satisfaction of the bank.

4.3 Vendor must ensure that UPS are being maintained and rectified by the field team as per the guidelines issued by the bank. Any lapse or deviation in this regard will be treated as non-attendance of complaint and penalty will be levied until it is rectified.

4.4 Field team or any service team will not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the competent alternative in the vendor company. However, the vendor representative may contact us for guidance on any matter which is not yet clarified.

4.5 Repair work for any faulty equipment will be carried out at onsite basis. If such repair is unsuccessful, vendor may take the equipment to their nearest service center to perform the repairs. However, in such cases, standby equipment of equal specification should be provided by the vendor and made working so that bank work may not be affected due to the down time.

4.6 Vendor will maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls is closed only after the required maintenance activities are fully completed.

4.7 Any complaints which found to be closed without bank's confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.

#### **4.8 Escalation Details and Changes**

4.8.1 Escalation matrix of company should be shared to the bank for escalating service-related concerns. This should include district level and state level officials.

4.8.2 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.

4.8.3 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.

#### **5. Quarterly Preventive Maintenance**

Preventive Maintenance (PM) should be done for all the UPS', covered in this AMC contract once in every quarter. Service personnel should visit the branches with a minimum gap of 60 days between each visit during branch working hours in addition to fault-repair calls. Such visits shall be free of cost during AMC. Fault repair calls will not be treated as PM visit.

5.1 PM activity will cover dusting, cleaning, and testing all items under AMC. All equipment should be serviced using appropriate method for failure free operation. Sufficient spares shall be carried by service personnel to provide immediate replacement for faulty items.

5.2 Complaints should be attended of all hardware items, under AMC, which are found to be not in working condition, during PM visit, without need for any call to be raised from the bank's end.

5.3 Preventive Maintenance certificate in the prescribed format to be duly filled with all details and handed over to the branch after PM activity. Consolidated copies of Quarterly PM reports duly attested by Branch Manager for all sites should be submitted by the vendor to bank.

Field engineer will also be responsible for maintaining the record of Inventory of UPS Systems of all offices. Field engineers need to submit the inventory report to Bank's IT Manager on Monthly basis or as and when required.

## **6. Tender Process**

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 Indicative Commercial Bid. 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 UPS - TECHNICAL BID" and "TENDER FOR AMC of UPS-INDICATIVE COMMERCIAL" as the case may be.

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.

6.3 In the first stage, only Technical Bid will be opened and evaluated. Those bidders satisfying the eligibility criteria as determined by the Bank and accepting the terms and conditions of this document will be short-listed.

6.4 After completion of above evaluation, indicative Commercial Bid of short-listed bidders will be opened. Date will be informed via mail or over phone.

6.5 The bid will 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.

6.6 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.

## **7. Technical Offer (TO)**

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

7.2 It is mandatory to submit the technical details in the prescribed format duly filled in, along with the offer. The Bank, at its discretion, may not evaluate Technical Offer in case of non-submission or partial submission of technical details.

The TO must be submitted in an organized and structured manner.

No brochures/leaflets etc. should be submitted in loose form.

### **7.3 The TO should comprise of following:**

All the below details should be as per the annexure given in RFP.

**7.3.1** Acceptance of Terms and Conditions.

**7.3.2** Pre-qualification criteria.

**7.3.3** Bidders Information.

**7.3.4** Compliance to RFP Terms and Conditions given.

**7.3.5** Engineer Details as per Reference Site Details.

**7.3.6** List of Customer Reference.

**7.3.7** Mandatory Documents as required as per RFP.

**7.3.8** Documentation (Product Brochures, leaflets, manuals etc.), if any, filed separately.

- All the annexures should be submitted on company letter head duly signed with seal of the company.
- Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted along with the technical bid.
- Photocopies of relevant documents / certificates as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the vendor.
- 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
- The Bank reserves the right to modify any terms, conditions, or specifications of RFP before date of submission of bids. Bidder must 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 will be binding on all bidders and no separate communication will be issued. 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. Indicative Commercial Offer (CO)**

Indicative Commercial Offer (CO) will give all relevant price information and will quote prices only in Indian Rupees. The indicative CO should not contradict the technical offer in any manner. This must contain all price information.

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.

### **9. Late Bids**

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank, will be rejected and/or returned unopened to the Bidder, if so desired by him.

### **10. Erasures or Alterations**

Technical details and indicative commercial quotes must be filled up. The corrections or alterations, if any, should be authenticated. In the case of the corrections/alterations not properly authenticated, the offer will be liable for rejection.

### **11. Order Splitting**

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. The Bank may split the quantities amongst L1 and L2 vendors in any proportion, provided L2 vendor is willing to match all the prices/rates and other terms & condition of the RFP.

## **12. Validity Period**

The offer should remain valid till 30.09.2022.

## **13. Opening of Offers**

13.1 Technical Offers will be opened on 13-07-2022 at 4.00 p.m. The representative of the bidder can be present for the opening of the Technical Offers. Such representatives should bring a Letter of Authorization from their respective firms. No separate intimation will be given in this regard to the bidders, for deputing their representatives.

13.2 Commercial bids will be opened only after completely evaluating the technical bids. The date and time for the opening will be intimated to technically qualified bidders. AMC will be awarded only after evaluating both bids.

13.3 In case the Bank does not function on any of the said dates due to unforeseen circumstances or day being declared a Holiday under NI Act, opening will be postponed to the same hours at the same venue on the immediate next working day.

## **14. Evaluation Process**

14.1 Bids which do not fulfil the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.

14.2 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) 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.

14.3 Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.

14.4 The technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.

## **15. Commercial Evaluation Process**

15.1 The indicative commercial proposals of only those bidders who are qualified in the technical evaluation would be opened.

15.2 The indicative commercial offer must not contradict the technical offer in any way and should include the indicative cost of all the items offered as per Annexure H. This must contain all price information in Indian rupees (INR).

15.3 The final decision on the bidder will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between Union Bank and the selected L-1and/or L2 bidders.

15.4 The final decision on the bidder will be taken by Union Bank of India. Union Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

#### **16. No Commitment to Accept Lowest or Any Tender**

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

#### **17. Award of contract**

On completion of evaluation of commercial bids, Bank will determine L1 bidder & contract will be awarded to lowest bidder.

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 contract. 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 contract.

#### **18. Rejection of Bid**

The Bid is liable to be rejected if:

18.1 The document does not bear signature of authorized person in each page and duly stamped.

18.2 It is received through Fax/E-mail

18.3 It is received after expiry of the due date and time stipulated for Bid submission.

18.4 It is Incomplete 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.

18.5 It is evasive or contains incorrect information

18.6 Any form of canvassing/lobbying/influence/ query regarding short listing, status etc. is made.

18.7 It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the bid.

#### **19. 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.

#### **20. Indemnity & Limitation of Liability**

20.1 Subject to Clause 20.4 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.

20.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying

Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

20.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

20.3.1 Indemnified Party's misuse or modification of the Service.

20.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.

20.3.3 Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either.

20.3.3.1 Procure the right for Indemnified Party to continue using it

20.3.3.2 Replace it with a non-infringing equivalent

20.3.3.3 Modify it to make it non-infringing.

20.3.3.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

20.4 The indemnities set out in this clause shall be subject to the following conditions:

20.4.1 The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.

20.4.2 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence.

20.4.3 if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.

20.4.4 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.

20.4.5 all settlements of claims subject to indemnification under this Clause will:

20.4.5.1 be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

20.4.5.2 include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.

20.4.6 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.

20.4.7 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.

20.4.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

20.4.9 if a Party makes a claim under the indemnity set out under Clause 21.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 21 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 20.1) even if it has been advised of their possible existence.

The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **21. Confidentiality**

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

21.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;

21.2 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;

21.3 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

21.4 To treat all Information as Confidential Information.

The Selected Bidder is required to sign a Non-Disclosure Agreement as per Anx I with Bank as per prescribed format. In case of breach of trust or disclosure of any information or data, bank may initiate legal actions for the same, with/without informing to the party.

## **22. 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:

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

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

22.3 Terrorist attacks, public unrest in work area;

## **23. Exit Clause**

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

23.1 Failure of the bidder to accept the contract within the time stipulated by Bank from the date of receipt of Purchase Order.

23.2 Delay in delivery beyond the specified period.

23.4 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.

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

Bank reserves right to exit at any time after giving notice period of one month during the contract period. However, bank is not bound to give reasons for the same.

#### **24. Termination of Contract**

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 by giving 30 days' notice:

24.1 The selected bidder commits a breach of any of the terms and conditions of the bid. The Successful bidder goes into liquidation voluntarily or otherwise or facing/declared bankrupt/insolvent.

24.2 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

24.3 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.

24.4 non-satisfactory performance of the selected bidder during implementation and operation.

24.5 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.

24.6 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

24.7 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be affected.

24.8 Selected bidder is found to be indulging in frauds.

24.9 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.

24.10 In the event of sub contract or assignment contrary to the terms of agreement.

#### **25. Payment Terms**

The terms of payment for facility management services will be as follows:

25.1 Bank will make payment for AMC services as per the rates finalized in the tender process. These rates will be frozen during the contract period 01/08/2022-31/07/2023.

25.2 The cost of services will be paid quarterly in arrears after submission of PM reports. No advance will be paid for procurement of material etc. The Payment will be made from Regional office.

25.3 TDS on payments will be deducted as applicable.

25.4 Vendor should submit the payment request along with invoice, soft copy of comprehensive asset details as per our format, bank account beneficiary details and one copy each of PM reports for all locations. Payment will be done through electronic fund transfer to the bank account number provided by you.

25.5 The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e. SLA, LD, etc. if any.

25.6 Successful Bidder agrees that Bank to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

## **26. Instruction to Vendors on Submission of Response**

26.1 Bidder is expected to examine all instructions, forms, terms and conditions, technical specifications in the document. Failure to furnish all information required, application containing false information or submission of a bid not substantially responsive to our instructions in every respect may result in rejection of such bid.

26.2 The bidder shall bear all costs associated with preparation and submission of its bid. Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

26.3 The bidder will have to submit the Technical Bid and Commercial Bid Portion of the Bids separately in sealed envelopes, duly super scribing "**Bid for Annual Maintenance Contract for UPS**". Commercial bid portion shall contain only the prices quoted as per the commercial format in the annexure. All other documents part of the application should be submitted in the technical bid portion. Technical bid portion shall not contain any pricing or commercial information at all.

26.4 The response should be submitted in a structured format as per the check list appended and all pages are to be numbered serially. Non-relevant/ unnecessary documents should not be submitted along with the application. All information provided should be specific to the requirements mentioned. Detailed clarification should be provided later in case of necessity.

**26.5 Application with documents as per the Check List appended should be submitted in original, duly signed and stamped on each page.** FAX/Telegram/Telex/Email or any form of electronic communication will not be acceptable unless otherwise asked.

26.7 Applications should be submitted to "**The Chief General Manager, Union Bank Of India, Zonal Office, Mumbai South, Fort Mumbai - 400023**" before the specified deadline. If any applicant sends the application (filled RFP document) by post/courier and the same reaches after the stipulated time, such applications will **not** be considered. All pages are to be signed affixing the company seal by the bidder or a person duly authorized to bind the bidder to the contract.

## **27. Governing Law and Disputes**

27.1 The provisions of this tender shall always be subject to government notifications, any rules/ guidelines that may be in force from time to time. 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.

However, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. However, there is a provision of appeal, if either party is not satisfied with the arbitration award, which will be subject to the exclusive jurisdiction of the courts at Mumbai.

27.2 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 Mumbai.

## **28. RFP Ownership**

The RFP and all supporting documentation are the sole property of Union Bank and should NOT be redistributed without prior written consent of Union Bank. Violation of this would be a breach of trust and may cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Union Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

## **29. Assignment/subcontract**

The successful bidder cannot assign/subcontract without permission from bank.

## **30. Undertaking by Vendor**

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

## **31. Know Your Employee (KYE) clause**

Successful bidder has to submit Undertaking on company letter head as per format given below (Annexure H).

1. We \_\_\_\_\_ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational document, etc) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP)."

## **32. 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.

### 33. Asset Details

Below are the types of products, which are to be covered. The approximate no. of UPS will be 155 which may be changed due to inclusion or withdrawal of the equipment.

Asset Type	Number(Approx)
UPS: 2KVA	9
UPS: 3KVA	106
UPS: 5KVA/6KVA	32
UPS: 7.5 KVA	3
UPS: 10 KVA	4
UPS: 15 KVA	1
Asset Type	Products in Use
UPS types	Numeric, Prostar, DS Systems, Hitachi, AVO, Uniline, Consul Neowatt, Solar Altech, Techser, Hirel, DB, MS Intropower, Sinewave

The Bank reserves the right to alter the hardware quantities mentioned in offer. The bank also reserves the right to add or delete one or more item from the list of items specified in offer. The Bank also reserves right to add or delete name of any branch. The Branches where hardware is currently under warranty period may be later on added under ongoing AMC, after expiry of warranty period of such branches. Similarly, branches where in old hardware is replaced with new hardware will be deleted from AMC purview. The branch-wise and asset-wise list of UPS shall be provided upon empanelment only. After finalization of the vendors, vendor has to visit every branch/office in our region and submit the physical asset details to ZCC (Performa will be shared), hardcopy duly signed by the Branch Manager and soft copy also. Asset details is to be submitted on or before 20.08.2022. The AMC will be provided based on the UPS numbers provided by the vendor after visiting of each branch. If any UPS of branch is found non-working within 15 days from commencement of AMC then vendor should repair UPS & Slandered UPS Part charges (OEM Rate) will be paid by Bank. Beyond repairable condition UPS will be excluded from AMC. The UPS list of the branches should be provided to the ZCC with mentioning that the vendor is willing to take the AMC.

### 34. Contact Details for Clarifications and final submission of bid documents

For further clarifications if any, you may contact the following address:

Zonal Computer Cell,  
Union bank of India - Zonal Office Mumbai South, Fort Mumbai -400023.  
Phone: 02222629550  
Email: [zcc.mumbai@unionbankofindia.bank](mailto:zcc.mumbai@unionbankofindia.bank)  
Website: <http://www.unionbankofindia.co.in>

### 35. Performance Guarantee:

Within 15 days from the date of issuance of Purchase order, the vendor must submit Performance Bank Guarantee (PBG) for 3% of the contract amount valid for the period of the Contract i.e., up to 31-07-2023. The PBG shall be forfeited at any point of time if the service of the vendor is not found satisfactory.

Checklist for Document Submission

S.No.	Document Title	Submitted/not Submitted	Supporting Documents
1	RFP Document-Sealed and Signed		
2	Letter of Acceptance (Annexure A)		
3	Bidder's Information (Annexure C)		
4	Compliance to RFP Terms and Conditions (Annexure D)		
5	Engineer Details as per Reference Sites (Annexure E)		
6	List of Customer Reference (Annexure F)		
7	Know Your Employee (KYE) (Annexure H)		
8	Undertaking for Non-Blacklisting of Firm/ No adverse records with other organisation on Letter Head		
9	Acceptance of Confidentiality		
10	Undertaking for having completed earlier orders with union bank (if applicable)		
11	ISO Certification valid from 31.05-2021 to 30-04-2022		
12	GST, PAN & TAX Certificate for firm		
13	3 Year Audited Balance Sheet and Profit & Loss Statement (2018-19; 2019-20; 2020-21)		
14	Sealed Commercial Bid as per format of Annexure		

## Annexure A - Letter of Acceptance

Date:

Letter to the bank on the bidder's company letterhead

Offer Reference No:

The Deputy General Manager  
Union Bank of India  
Regional Office Mumbai South  
Fort, Mumbai - 400023

Sir,

Response to RFP Ref: RCC/ROMUMS/ /2022-23 dated 21.06.2022

We have examined the above RFP document and Annexures, and hereby submit our offer to provide Comprehensive AMC support services for UPS in conformity with the said RFP. If our offer is accepted, we undertake to provide Comprehensive AMC support services for UPS to the Bank during the period of contract.

We have read through the complete RFP and agree to abide by and fulfill all the terms and conditions of the RFP. A complete blank copy of entire RFP document is signed and enclosed for confirmation.

We enclose all required documents as per the Check List of RFP.

We confirm that we do not have any adverse records with any public sector banks regarding AMC support services for UPS.

We confirm that we have not been blacklisted by any Govt. Department or Public Sector Undertaking.

We understand that bank can reject any bid.

Our PAN number is .....

We are registered with the GST and our registration number is.....

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

Dated this.....day of .....2022

Place:

Authorized Signatories

(Name & Designation, seal of the firm)

### Annexure B - Pre-qualification criteria

Pre-Qualification Criteria	Compliance (Yes/No)	Detail of proof Attached
Vendor should be experienced in UPS support services field for at least 3 years and should be currently engaged in similar AMC contract with at least two nationalized banks and Government offices only in case of more than two. Self-attested copies of work order to be submitted in this regard along with contact details of the firms for our verification.		
Vendor should be a firm/company with ISO Certification.		
Vendor company should be making profit during the last three years. Copies of audited balance sheet or Profit/Loss statement to be provided for last three financial years (Un-audited or provisional Balance Sheet will not be accepted).		
Vendor should be registered with respective Authorities for GST, Income Tax etc. Vendor should not have any arrears in Tax Payments.		
Vendor should have service centres in Mumbai & locations as mentioned in the list or should justify their competency to extend timely service support in these districts irrespective of the actual locations. Justification can be substantiated with their manpower mapping details per district.		
Proof of existence for support centres and manpower details with phone number should be attached for our verification.		
Vendor should not have been blacklisted by any Govt. Department or Public Sector Undertaking. The bidder will give an undertaking in the letter format of the annexure that they have not been blacklisted by any of the Govt. Authority or PSUs as on date of submission of tender.		

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

Signature \_\_\_\_\_

Name \_\_\_\_\_

(Name & Designation, seal of the firm)

### Annexure C- Bidders Information

Serial 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 Mumbai (Mandatory)		
6	Authorized Contact person in Mumbai		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Turnover (in ` lac)	Operating Profit (` in lac)
	2018-19		
	2019-20		
	2020-21		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
8	Experience (in years) UPS		
9.	Details of project executed	Name of Customer	No. of Years in Use
	Project 1		
	Project 2		
	Project 3		

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)

## Annexure-D- Compliance to RFP Terms and Conditions

Offer Reference No:

To  
The Deputy General Manager Union Bank of India  
Regional Office Mumbai South,  
Fort, Mumbai - 400023

Sir,

Response to RFP Ref: RCC/ROMUMS/307/2022-23 dated 21-06-2022

With reference to the above RFP, we have examined, understood and accept the instructions, terms and conditions cited below:

1. We understand completely the scope of work for this tender and assure you that our firm surpasses Minimum Pre-Qualification Criteria.
2. We will provide qualified FE to perform the mentioned duties in RFP.
3. We understand the Working Days and Hours of the bank and the Maintenance Standards expected by the bank regarding our AMC service.
4. We agree to undertake maintenance activities are required for smooth functioning of equipment.
5. We agree to comply with the given Turn Around Time (TAT), provide standby equipment if required and allow the bank to deduct penalties from our payment.
6. We have noted the assets list and undertake to cover all the mentioned aspects mentioned in coverage of AMC and provide UPS Support as mentioned.
7. We will undertake Quarterly Preventive Maintenance as described and will facilitate Shifting of hardware between locations.
8. We understand and accept the Payment Terms and agree to enter AMC contract
9. We have noted the instruction on Submission of Response and have complied with it.
10. We will make note of any Amendments of Tender Document published by the bank.
11. We have adhered to the Deadline for Submission of Application
12. We understand the nature of the Tender Process and Bidding and understand the Principles for Evaluation of Technical and Commercial Bids. We agree with the Purchaser's Right to Accept or Reject Any Bid or All Bids.
13. We accept the terms mentioned under Termination for Insolvency, Indemnity & Limitation of Liability, Exit Clause, Force Majeure, Governing Law and Disputes and Confidentiality.
14. We further confirm that all required information /annexure and photocopy of commercial bid is enclosed.
15. We accept that You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
16. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

Dated this.....day of .....2022

Place:

Authorized Signatory:

Name Designation:

### Annexure-E-Reference Site Details

S.No.	District Centre	Name and Contact of Engineers Available
1	Western	1. Name: Contact: 2. Name: Contact:
2	Western	1. Name: Contact: 2. Name: Contact:
3	Harbour	1. Name: Contact: 2. Name: Contact:
4	Harbour	1. Name: Contact: 2. Name: Contact:
5	Central	1. Name: Contact: 2. Name: Contact:
6	Fort Area	1. Name: Contact: 2. Name: Contact:

We hereby confirm that above engineers are qualified to work in Banking Environment. They have an experience of 2-3 years in the field. Their profile has been verified by the company and we have found them to be of fine character.

Dated this.....day of .....2022

Place:

Authorized Signatory:

Name Designation:

Note: Separate Sheet may be attached with the list of engineers' available centre wise. The no. of engineers should be such that, the vendor can provide satisfactory services at each location.

#### Annexure-F- List of Customer Reference

S.No.	Name and complete Postal Address of the Customer	Contact Details of the Officer issuing Work Orders	Details of the services provided to the customer during last 2 years	Whether reference Letter enclosed
1		Name: Designation: Mobile: E-mail:		
2		Name: Designation: Mobile: E-mail:		
3		Name: Designation: Mobile: E-mail:		

We have submitted in this regard along with contact details of the firms for our verification.

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

Place:

Authorized Signatory:

Name Designation:

### Annexure G-- Un-priced Indicative Commercial Bid

(to be submitted in separate sealed cover)

Commercial Offer: The commercial offer shall be submitted in terms of fixed AMC amount for UPS.

Offer Reference No:

To

The Chief General Manager

Union Bank of India

Zonal Office Mumbai

Fort, Mumbai -400023

Sir,

Response to RFP Ref: RCC/ROMUMS/ /2022-23 dated 21-06-2022

With reference to the above RFP, we have examined, understood, and accept the instructions, terms and conditions.

We are hereby offering the rate as per below details:

UPS Specifications	AMC amt per UPS	GST	AMC amt per UPS inclusive of GST
2 KVA			
3 KVA			
5/6 KVA			
7.5 KVA			
10 KVA			
15 kVA			

GST rate as applicable

AMC rates will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.

**Authorized Signatory:**

**Place:**

**Date:**

**Name Designation & mailid:**

**Business Address:**

Note:

The Commercial Offer should be given in the above format only.

There should be no conditions mentioned in the Commercial Offer.

Please note that all the above line items in the commercial bids mandatory to quote. Non-quoting of any of the items may result in disqualification of the bid. In case of any discrepancy, unit prices quoted in figures will be considered for computation of TCO.

Commercial offers with conditions will be rejected.

Bidder will be responsible for meeting all statutory requirements.

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

The TCO should be exclusive of all taxes i.e. GST (SGST, CGST & IGST). Applicable taxes, if any, shall be payable by the Bank at actual on date of invoicing.

TCO must be quoted in WORDS AND FIGURES.

In case of any discrepancy in calculation, price quoted in words will be considered for computation of TCO.

If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

## Annexure H- Know Your Employee (KYE)

(To be submitted by all bidders on their letter head)

To

The Chief General Manager  
Union Bank of India  
Zonal Office Mumbai  
Fort Mumbai - 400023

### UNDERTAKING

1. We \_\_\_\_\_ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational document, etc.) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP)."

Signature of Competent Authority with company seal

\_\_\_\_\_  
Name of Competent Authority \_\_\_\_\_  
Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

## **Annexure I- Confidentiality / Non-Disclosure Agreement**

(To be submitted by all bidders on their letter head)

To

The Chief General Manager  
Union Bank of India  
Zonal Office Mumbai  
Fort Mumbai - 400023

### **UNDERTAKING**

With reference to the above RFP, we have examined, understood and accept the instructions, terms and conditions against Confidentiality as cited below:

1. Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party:

1.1 disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

1.2 use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2. The Receiving Party also agrees and accepts that it may endeavour:

2.1 use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

2.2 limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

2.3 upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Permitted disclosure:

The provisions shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to

require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

4. Review of Contract and performance

Bank shall have the right of periodical/yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

5. Proprietary Rights:

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

Signature of Competent Authority with company seal

\_\_\_\_\_  
Name of Competent Authority \_\_\_\_\_  
Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

**AnnexureJ-Format for Quarterly PM**

**Name of Branch:**

**Branch Code:**

**Date of Visit:**

UPS Make	KVA	Batteries make and AH	Input /Output Voltage at UPS	Earthing paramete rs at UPS supply	Cleaning/Dusting of UPS (Done/not Done)	Batteries are Rack mounted or not (Yes/NO)

-----TO BE FILLED BY BRANCH-----

Comments of Branch	
--------------------	--

**Name of Branch Manager/Officer:**

**Signature of Branch Manager/Office :**

**Branch Seal:**

**Date:**