



NAGPUR ZONE

Information Technology Department

3<sup>rd</sup> Floor, Bank of India building,

S.V.Patel Marg, NAGPUR- 440 001

Phone:- 0712-2520144; Fax:- 0712-2520558

Mail ID: Nagpur.IT@bankofindia.co.in; zo.nagpur@bankofindia.co.in

## Re-Tender Notice-2

Ref. No. ZO:IT:RJ:2018-19:006

Date: 15-DEC-2018

### REQUEST FOR PROPOSAL

#### AMC of UPS and Batteries for Branches/Offices in the Zone

No.	Name of Work	EMD Rs.	Last Date of receipt / opening of technical bids	Cost of Tender
1	Comprehensive On-Site Maintenance Contract for Maintenance of Uninterruptible Power-supply Systems and Batteries installed at various Branches, Offices in Nagpur Zone.	50,000/-	03 JAN 2019 up to 13.00 hrs ----- 03 JAN 2019 at 15.00 hrs	Rs.1,000/- (NON-REFUNDABLE)

Dear Sirs,

**Subject: Comprehensive On-Site Maintenance Contract for Maintenance of Uninterruptible Power-supply Systems and Batteries installed at various Branches and Offices situated in the Districts of Nagpur, Bhandara, Gondia and Gadchiroli under Nagpur Zone.**

#### **1. Calling for quotations / Sealed Tenders:**

Sealed Tenders are invited from experienced and reputed companies / Firms for Comprehensive On-Site Maintenance of Uninterruptible Power-supply Systems and Batteries at various Branches and Offices situated in the Districts of Nagpur, Bhandara, Gondia and Gadchiroli of Bank of India, Nagpur Zone. The Details of systems is given in Annexure 'A'.

#### **2. Eligibility Criteria:**

1 The Firms / Companies fulfilling the following Terms and Conditions may submit their bids super-scribed as **"Quotation for Comprehensive AMC of UPS and Batteries"** addressed to the Zonal Manager, Bank of India, Information Technology Department, 3<sup>RD</sup> Floor, Bank of India Building, S.V.Patel Road, NAGPUR 440 001.

2(a) **The eligible bidder must have service center in Nagpur. The bidder should also have minimum six Qualified and experienced Service Engineers catering to all the four Districts. The bidder should have an annual turnover of Rs. 2.00 Crore or above** from Sales / Services / Maintenance of UPS and Batteries for past three years. Information / Undertakings should be submitted as per the Annexure B, C and D.

2(b) The Firms / Companies should have at least 4 years' experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions handling over 100 UPS.

- The bidder should be registered with appropriate Authority for applicable GST.
- Copies of their PAN /GSTN. No/ certificate to be enclosed.

2(c) The bidder should not have been blacklisted by any Public Sector Bank or other Organization in the past. A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.

2(d) The bidder must have a permanent/registered office in Nagpur. Proof of address such as copy of electricity bill/Municipal Tax Receipt to be submitted.

2(e) The Firms / Company will have to provide a list of engineers who will perform the job along with their resume and qualifications, Identity and KYC documents, once the Firm/Company is selected.

3 Bidders should preferably be holding a valid ISO-9001 certification for services. In case number of bidders having ISO-9001 are fewer than 3, the Bank may at its sole discretion waive this requirement.

### 3. Submission of Bids:

3.1) The Technical / Commercial bids should be in two separate sealed covers clearly marked as '**TECHNICAL BID**' and '**COMMERCIAL BID**'.

3.2) The bid has to be accompanied by two separate Demand Drafts/Pay Slips towards tender cost of Rs.1,000/- (Rs. One Thousand only) and Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) favoring Bank of India, payable at Nagpur. Such Demand Drafts or Pay slips should be in separate third cover marked as '**EARNEST MONEY DEPOSIT**' with a covering letter as per Annexure F.

3.3) The **TECHNICAL BID** should include the name and address of the Firm / Company, Annual Turnover, details of past experience and list of offices where they have been performing such duties along with the supporting documents / certificates. Technical Bids should not contain any commercial quotes.

3.4) The **COMMERCIAL BID** should contain the rate against each item separately. Envelope of Commercial Bid should contain (a) duly filled-in Annexure A and (b) Annexure C.

3.5) Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/obscure/ unclear/ additional terms may lead to the bid being disqualified.

3.6) The Bank reserves the right to reject any or all the tenders without assigning any reasons.

3.7) The sealed tenders must be submitted by **03/01/2019 by 1300 hrs.** at above mentioned address.

### 4. Opening of Commercial Bids:

4.1) Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of price/commercial bids.

4.2) The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors, who are found eligible after evaluation of Technical Bids.

4.3) After opening of price/commercial bids and declaring the prices, the Bank will evaluate and compare the Price/commercial bids.

4.4) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected by updating sum total of individual items. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its EMD may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

4.5) The Bank's evaluation of a Price/commercial bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

a) Deviations in payment schedule;

b) Deviation in prices quoted.

4.6) In case two or more bidders are found to have quoted the same lowest evaluated price, the Bank may call for only price/commercial bids afresh from only those lowest evaluated bidders. The process may be repeated till a single L1 vendor is arrived at.

### 5. Other Terms and Conditions:

i) The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all transformers, circuit cards, cooling fans, wires and cables in case of UPS and including connecting cables/nut-bolts, electrolyte in case of Batteries without any extra payment.

ii) **The contract will be effective for a period of three years from 16.03.2019.** The vendor will have to enter into necessary contract with the bank, prior to this date. The format of Annual

Maintenance Contract is as per Annexure-E. **The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.**

- iii) The vendor shall be responsible for any loss or damage caused to any of the UPS / Batteries owing to negligence on his part, and thus liable to compensate.
- iv) The vendor should either be manufacturer or an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of UPS and Batteries of various brands / make.
- v) The service engineers will be required to be available on all working days (Monday to Saturday) during the office hours from 9.00 a.m. to 7.00 p.m. (other than bank holidays and 2<sup>nd</sup> and 4<sup>th</sup> Saturday). The engineers may also have to work on holidays and after office hours, if necessary. The engineers should be equipped with mobile phones at vendor's cost for quick communication, with numbers shared with the Bank. In addition to the Service Engineers, we will require a call coordinator at vendor's site who will register, assign, track and monitor all calls for all the above locations of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit.
- vi) The Service Engineers should have a minimum qualification of having passed Higher Secondary (12<sup>th</sup>) examination (or equivalent) of any Board and have a certificate of having successfully completed related vocational course. All employees of vendor must be Major.
- vii) The vendor is required to carry out Periodic Preventive Maintenance activities (*minimum once in a quarter*) on all the equipment under AMC. This includes periodic cleaning and replacement of parts including all transformers, circuit cards, cooling fans, wires and cables in case of UPS and including connecting cables/nut-bolts, electrolyte in case of Batteries without any extra payment. During this time, the AMC vendor will have to send service personnel to clean-up/blow the UPS and clean-up/top-up batteries at each branch and Office. The service personnel will have to carry with them blower/vacuum cleaner, digital multi meter, tools, distilled water, etc.
- viii) It shall be the responsibility of the vendor to make all the UPS systems work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the AMC contract.
- ix) Different makes/models of UPS are being offered for maintenance. Vendors should be equipped to maintain systems of different manufacturers.
- x) The rates quoted should cover onsite maintenance of the UPS system and Batteries, costs of replacement parts and battery electrolyte, movement cost of personnel and parts, etc.
- xi) While shifting any UPS out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement/standby of the UPS, to enable un-interrupted services at branch/Office.
- xii) Bank may decide to add or remove certain items from the AMC at any point of time during the contract. Payment for any inclusion / deletion of such items during the AMC period will be calculated on pro-rata basis. No advance payment of AMC charges will be made in any case.
- xiii) The payment will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches / departments. A copy of call-coordinator's register as mentioned in 5 (v) above should accompany quarterly invoice bill. Bank will not be bound to release payment of only those branches whose satisfactory service reports were submitted.
- xiv) During the currency of tenure of AMC, some of the UPS and batteries items may attain 'end of life'. The vendor will be required to notify to the Bank list of such assets minimum one year before discontinuation of such assets from maintenance, to enable Bank procure replacement UPS. Maintenance charges will not be payable on such discontinued UPS and batteries, from date of discontinuation.
- xv) Replacement of parts will be at the vendor's cost with brand-new original spares of the brand / make / model of the UPS or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their premises and should provide replacement parts within a reasonable period and in no case more than 24 hours from call logging.
- xvi) In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work after accepting the contract, he will be liable to pay damages to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.
- xvii) The above act of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited.

- xviii) A bank guarantee amounting to 10% of AMC value shall be submitted to the Bank for AMC tenure, once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the bank guarantee or expiry of AMC period of three years.
- xix) In case of equipment's that are not under AMC, but are under warranty / services of some other vendor, the vendor would be required to perform the initial scrutiny / diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other vendor/s.
- xx) In case the call / complaint is not resolved, the vendor will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis or as advised by the Bank from time to time. The details provided should include:
- a) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
  - b) Nature of complaint.
  - c) Statistic on the response time / resolution time.
  - d) Monitoring / follow-up with the supplier service provider in case of equipment under warranty.
- xxi) The vendor would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial No. including the UPS movement information from one location to another. The vendor will be required to check and monitor the progress of next delivery and installation.
- xxii) The vendor would be required to maintain and submit to our office, on quarterly basis, location wise inventory list, duly updated with details of new installation if any and incorporating the UPS movement during the period under reference.
- xxiii) The vendor should not violate IPR during the entire process of maintenance, including procurement, installation, removal/disposal of the systems and parts thereof along with all associated software, if any.
- xxiv) If Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE VENDOR shall be informed the same immediately. Bank shall bear transportation charges for such shifting and THE VENDOR shall provide necessary assistance to Bank in doing so. Charges for dismantling /re-installation will not be payable in such case.

## **6. Disclaimer:**

Pease note that this is only an enquiry and without any commitment on the part of the Bank to place order with you, and/or purchase the said or any hardware / UPS systems. The Bank will not be bound to accept the lowest bid and reserves the right to accept or reject any or all received offers without assigning any reason whatsoever.

In case of any discrepancy or doubt, English version will be treated as authentic.

(Vilas R Parate)  
Zonal Manager

## ANNEXURE A

**TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES, OFFICES OF NAGPUR ZONE**

Srl.	Item	Estimated Count	Rate per unit per annum incl. GST	Cost of AMC for mentioned count
1	2	3	4	5 (3X4)
i)	2 KVA / 3KVA UPS of Numeric make	29		
ii)	2 KVA / 3KVA UPS of Target make/ D.A. Power make	12		
iii)	5 KVA UPS of Numeric make	06		
iv)	5 / 6 KVA UPS of Target make/ D.A. Power make	28		
v)	5KVA UPS of A Z Electronics make	1		
vi)	10 / 12 / 15 KVA UPS of Numeric make	1		
vii)	10 / 12 / 15 KVA UPS of D A Power make	1		
viii)	130 Ah Batteries of Exide make	277		
ix)	130 Ah batteries of Rocket make	565		
x)	In case the UPS/Batteries are NOT under AMC, the charges for such calls on basis for 12 visits.			
xi)	In case batteries are to be hired for temporary period, rent per day per battery for 90 days.			
GRAND TOTAL (From Sr. No. ( i to viii))				
Grand Total in Words Rs.				

- The quantity mentioned above is estimated and not actual quantity. Quantity may vary ( $\pm$ ) 20%-30%. AMC payment will be made on agreed item-wise per piece basis. **Bank may include UPS and batteries which are going to be expired in next three years and vendor has to incorporate the same under the AMC.**
- Before entering into agreement, physical asset verification to be done by the vendor at their own cost.
- Price quoted is inclusive of GST. Payment will be made against invoice, after deducting applicable TDS. The Invoice must accompany proof of payment of relative taxes to respective Government Departments, if already paid. If the dues are payable on a subsequent date, the same must be submitted to the Bank within 5 working days of payment by the vendor to the Government Authorities.
- Asset tagging with laminated Company sticker bearing contact No. & mail ID to be undertaken for identifying the assets under AMC.

The above UPS and batteries is in the branches and Offices in Nagpur Zone, in the Districts of 1.NAGPUR, 2.BHANDARA, 3.GONDIA, 4.GADCHIROLI.

- A copy of this Annexure – without any mention of costs – to be included in the cover of 'Technical Bid'.
- A copy of this Annexure – with rates & costs quoted – to be submitted in envelop of 'Price/commercial bid', along with Annexure C.

**INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT OF UPS AND BATTERIES AT VARIOUS BRANCHES AND OFFICES IN NAGPUR ZONE**

1. NAME OF THE BIDDER ORGANISATION/FIRM:

2. ADDRESS (attach copy of electric bill/municipal tax receipt):

3. YEAR OF ESTABLISHMENT:

4. STATUS OF THE FIRM/ORGANISATION (Whether company/registered firm/ unregistered firm/proprietorship) :

5. NAMES OF DIRECTORS/PARTNERS/PROPRIETOR :

Name	Proprietor / Partner / Director	Address	P.A.N.	Phone Landline	Phone Mobile
1.					
2.					
3.					
4.					
5.					

6. Whether registered with Registrar of Companies/ Registrar of Firms. If so, mention registration number and date.  
(Enclose supporting document)

7. a) Name and Address of Bankers :  
b) Enclose Solvency Certificate from the Bankers :  
(Enclose supporting document)

8. Whether registered with GSTN Department for GST purpose.  
If so, mention number and date of registration :  
(Enclose supporting document)

9. Mention permanent account Number P.A.N. / TAN of Company  
(Enclose supporting document) :

10. Enclose Audited Financial Statement for preceding consecutive three years.

11. If you are registered/empanelled/approved with any other Organization/Dept. Banks etc., furnish their names, Category and date of registration/empanelment, tenure, etc. :

11. a) Detailed description and value of AMC works undertaken including for Banks in the past at least during the **last 3 years only**:

Name of Institution	When done	Value of AMC in Rs.Lakh

(Enclose certificates/proofs in support of your claim)

12. Furnish the names of the organization & the responsible :  
 Representatives who will be in position to certify about :  
 the quality of services as well as past performance of your organization.

13. Particulars of Engineers, Technical Qualified Employees employed by the Firm:

Name	Designation	Qualification	Experience	No. of years with the Firm	Any other information

14. Name of Branch/Representative offices in Nagpur (mandatory) and other Districts of Zone (see eligibility criteria):

Sr. No.	Address	Name of responsible person / Head	Qualification of responsible person
1			
2			
3			
4			
5			

Place:  
Date:

Signature of Proprietor/  
Partner/Director with Seal

**PROPOSAL FORM (PRICE PROPOSAL)**  
**(to be included in Price Proposal Envelope)**

Date:

To:

The Zonal Manager,  
Bank of India, Information Technology Department,  
Zonal Office, 3<sup>rd</sup> Floor, Bank of India building,  
S.V.Patel Road, Nagpur - 440001

Gentlemen,

**Re: Request for Proposal for Annual Maintenance Contract of UPS and Batteries installed at various Branches and Offices of Nagpur Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Annual Maintenance Contract, in conformity with the said Proposal documents for the sum of Rs. \_\_\_\_\_ (*Total Proposal amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal. All the rates quoted are inclusive of all taxes.

We undertake, if our Proposal is accepted, to execute the Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Bid Document.

If our Proposal is accepted, we will obtain the Guarantee of a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this ..... day of ..... 20

*(signature with seal)*  
*(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_



**NON-DISCLOSURE AGREEMENT**

***WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to Bank of India, having its Zonal Office at 3<sup>rd</sup> Floor, Bank of India Building, S.V.Patel Road, Nagpur 440001, hereinafter referred to as the BANK and,***

WHEREAS, the COMPANY understands that the information regarding the Bank's UPS systems and Batteries shared by the BANK in their Request for Proposal is confidential and / or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Annual Maintenance Contract and / or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs / duties on the Bank's properties and / or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property / information;

The COMPANY will not publish or disclose to others, nor use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said Annual Maintenance Contract, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and / or for the performance of the Contract in the aftermath. Disclosure to any employed / engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:  
Designation:  
Office Seal:

Place:  
Date:

**AGREEMENT FOR MAINTENANCE OF UN-INTERRUPTIBLE POWER SUPPLY SYSTEMS AND BATTERIES**

THIS AGREEMENT made \_\_\_\_ day of \_\_\_\_\_ 20 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression shall include its successors and assigns and

\_\_\_\_\_  
incorporated under the Companies Act, 1956 and having its Registered Office at

\_\_\_\_\_  
(hereinafter called "THE VENDOR") which expression shall include its successors and assigns.

WHEREAS THE VENDOR has agreed to provide and Bank has agreed to accept from THE VENDOR, repair and maintenance service for the UPS and Batteries (hereinafter called EQUIPMENT) listed in Annexure - A hereto as per the terms brought-out in the request for proposal floated by the Bank on its web-site in December, 2018 and as amended from time to time, subject to the Bank paying charges to the vendor on terms and conditions specified in the request for proposal floated.

In consideration of the premise it is agreed between the parties as follows:

**1. COMMENCEMENT AND TERM:**

1.1 This agreement is effective and valid for the period of three years from 16.03.2019. It shall, however, be renewable for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

1.2 Upon termination as provided under clause 11 hereinafter or after expiration of this agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for the purpose of execution of this agreement.

In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from Annexure A of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment are added to Annexure A, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from Annexure A, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.

**2. CHARGES:**

2.1 The charges payable by Bank to THE VENDOR for the repair and maintenance services described herein, are indicated in Annexure A attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE VENDOR.

2.2 THE VENDOR shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.

2.3 The AMC charges will be released on quarterly basis, subject to the vendor submitting to the Bank, 'Satisfactory Service Reports' from ALL the user branches/departments – signed by branch head with branch seal with due deductions of penalty if any for the delayed service - and no advance payment shall be made by the Bank. A copy of call-coordinator's register should accompany quarterly invoice bill.

2.4 The Bank may decide to add or remove certain equipment from the AMC at any point of time during the contract. Payment for any inclusion / deletion of item/equipment during the AMC period will be calculated on pro-rata basis.

2.5 All of the prices, terms, warranties and benefits granted by THE VENDOR herein are comparable to or better than the equivalent terms being offered by THE VENDOR to any of its present customers. If THE VENDOR shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.

### 3. REPAIR AND MAINTENANCE SERVICE:

3.1 During the term of this Agreement THE VENDOR agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

- a) THE VENDOR shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts including all transformers, circuit cards, cooling fans, wires and cables in case of UPS and including connecting cables/nut-bolts, electrolyte in case of Batteries. If the situation so warrants, the vendor may have to attend to the calls beyond Bank's normal local working hours i.e. from 9.00 a.m. to 7.00 p.m. (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE VENDOR shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance. Provided that if THE VENDOR is required to replace Batteries, it will incur an additional charge, with Bank's prior approval.
- b) THE VENDOR agrees to make such changes/updation to the equipment from time to time so as to suit Bank's requirement of running business.
- c) THE VENDOR agrees that maintenance service provided outside the hours specified in 3.1 (a) above will not attract any additional payment to be made by the Bank.
- d) THE VENDOR shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (c) above.
- e) THE VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same (excluding actual travel time from District Headquarters).
- f) THE VENDOR will accomplish preventive and breakdown maintenance activities to ensure that all UPS systems execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked-out on quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the VENDOR shall immediately provide a standby unit at its own cost. **In any case no call should be unattended within 24 working hours for calls of District Headquarters and within 48 working hours in case of outstation calls. The maximum time for resolving down calls will be 48 clock-hours (two working days) for calls of District headquarters and 60 clock-hours (two and half working days) for outstation calls. If the resolution is to take beyond above specified time limits, vendor is obliged to provide standby arrangement for the UPS till the unit is repaired. Beyond the above time limit and in case standby is not provided, a penalty will be levied of Rs. 200 per day per item, if not resolved within 48 hours & Rs.500 per day per item beyond 60 hours from the date of breakdown call.**
- g) THE VENDOR understands the exigency of nature of business of the Bank and therefore agrees to provide team of six service personnel as under:
  - i) Six Service Engineers for equipment including UPS and Batteries.
  - ii) One call-coordinator at vendor's site to plan and direct the Service Engineers' work-force to various jobs. He will register, assign, track and monitor all calls of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit. A copy of call-coordinator's register will be submitted to the Bank quarterly.
  - iii) The Team as above will be available to the Bank from 9 AM to 7 PM on weekdays and Saturdays (other than bank holidays). The engineers may also have to work on holidays and after office hours, if necessary as per 3.1 (a) above.
  - iv) The engineers will be equipped with mobile phones at the Vendor's cost for quick communication, numbers shared with the Bank.
  - v) If any engineer is given leave by the Vendor, a suitable replacement will be provided, under prior advice to the Bank.

- h) THE VENDOR shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 98%.
- i) Preventive Maintenance: THE VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require THE VENDOR to adjourn preventive Maintenance from any scheduled time to a mutually agreed date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by THE VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to the Bank.
- k) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the VENDOR shall become the property of THE VENDOR; and the parts replacing the withdrawn parts shall become the property of Bank.

3.3 THE VENDOR's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for the purposes of performing repair and maintenance services indicated in this Agreement.

3.4 THE EQUIPMENT may have to be shifted to an alternate site and installed there as per the need of the Bank, during the currency of this Agreement. However, if Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE VENDOR shall be informed the same immediately. Bank shall bear transportation charges for such shifting and THE VENDOR shall provide necessary assistance to Bank in doing so. Charges for dismantling /re-installation will not be payable in such case. This Agreement, after such shifting and reinstallation would continue to be binding on both - THE VENDOR and the Bank after such an event.

3.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

3.6 If, in any month, THE VENDOR does not fulfill the provisions of clauses 3.1(c), (d), (e) or (f), Bank is not obliged to release only the proportionate maintenance charges for that month, without prejudice to the right of the Bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE VENDOR will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank.

#### **4. FORCE MAJEURE:**

4.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned event shall preclude THE VENDOR from meeting any or all of its obligations hereunder, for a period of

more than 3 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 months' notice.

## **5. SUBCONTRACTING:**

5.1 THE VENDOR will not subcontract or permit anyone other than THE VENDOR's personnel to perform any of the work, services or other performance required of THE VENDOR under this Agreement without the prior written consent of the Bank.

## **6. EQUIPMENT ATTACHMENTS:**

6.1 Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE VENDOR's cost of performing repair and maintenance service.

## **7. SECURITY:**

7.1 THE VENDOR agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank. The Vendor also agrees that it shall have its own Insurance Policy to cover transportation and other risks during period of repair when the components /units/peripherals remain out of branch premises.

## **8. CONFIDENTIALITY:**

8.1 THE 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, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank, will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. This includes information regarding Bank's customers.

8.2 THE 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 are fully satisfied.

## **9. LIABILITY AND INDEMNITIES:**

9.1 THE VENDOR represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. THE VENDOR agrees that it will, and hereby doth indemnify the Bank from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

9.2 Notwithstanding anything contained in the presents, the Bank shall not be liable for any loss/compensation/damages, etc. whatsoever in connection with/relating to the accident/injury/death of any employee of the Vendor who is/are deputed for any maintenance/service under this agreement either in the premises of the Bank or elsewhere.

## **10. BUSINESS TERMINATION:**

10.1 In the event that the VENDOR shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of right or rights of creditors, then (at the option of Bank notwithstanding clause 1.1 of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

## **11. TERMINATION OF THIS AGREEMENT:**

11.1 This Agreement may be terminated by either party in any of the following circumstances:

- a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto;
- b) If Bank does not make payments due to THE VENDOR under this Agreement in terms of clauses 2.1, 2.2 or 2.4 above;
- c) Under the provision of clause 4.1 and/or 10 of this Agreement;
- d) By giving three months' notice of such termination to the other by either of the parties to this Agreement.

## **12. ARBITRATION:**

12.1 All disputes and differences of any kind whatsoever arising out of or in connection with this Agreement may be referred to arbitration, at the option of the Bank. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration is to be governed by the provisions of the Indian Arbitration Act.

## **13. GENERAL:**

13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.

13.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties. With the consent of the Vendor, Bank may incorporate changes to Terms and Conditions of Contract and this Agreement, with retrospective effect, by giving 15 days' notice.

13.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.

13.4 Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVEMENTIONED DATE:

Seal of the Vendor affixed in the  
Presence of Shri (Director)  
Shri (Director) of the vendor company (in accordance  
with the Articles of Association of the Company)  
**(Authorized signatory)**

Bank by its representative:  
**(Authorized signatory)**

**EARNEST MONEY DEPOSIT**

To,  
The Zonal Manager,  
Bank of India, NAGPUR Zone.

Please find enclosed Bank Draft / Pay Order for Rs.50,000/- (Rupees Fifty Thousand only) towards Earnest Money Deposit and Rs.1,000/- (Rupees One Thousand only) towards cost of tender(NON-REFUNDABLE) for participation in tendering process (Maintenance of UPS and Batteries). In case our Bid is unsuccessful, kindly return the EMD to us without interest at below mentioned address.

<u>EMD</u>	<u>Cost of Tender</u>
DD/PAY ORDER NO.....	DD/PAY ORDER NO.....
DATE OF DD/P.O. ....	DATE OF DD/P.O. ....
ISSUER BANK NAME .....	ISSUER BANK NAME .....
AMOUNT <u>Rs.50,000/-</u> FAVOURING – <u>Bank of India</u>	AMOUNT <u>Rs.1,000/-</u> FAVOURING – <u>Bank of India</u>

(Authorized signatory)

**Name**

**Seal of the Company/firm**

**TENDERER'S NAME AND ADDRESS:**

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TEL.NOs. \_\_\_\_\_

E-mail: \_\_\_\_\_