

यूको बैंक UCO BANK

सम्मान आपके विश्वास का

Honours Your Trust

<p>यूको बैंक (भारत सरकार का उपक्रम) सम्मान आपके विश्वास का</p>		<p>UCO BANK (A Govt. of India Undertaking) Honours Your Trust</p>
<p>Zonal Office, UCO Bank, 5 Parliament Street, New Delhi Phone- 011-49498251</p>		
<p><u>Tender for AMC of Computer Hardware in our Branches Under New Delhi zone</u></p>		
<p>Tender are invited for <u>AMC of Computer Hardware in our Branches Under New Delhi zone</u>. Details regarding eligibility criteria/other terms and conditions for applying for the tender can be obtained from our web site www.ucobank.com. Last date for submission of tender will be on or before 22.08.2019, up to 14:00, Hrs.</p>		
<p>Zonal Manager, New Delhi</p>		

<p>यूको बैंक (भारत सरकार का उपक्रम) सम्मान आपके विश्वास का</p>		<p>UCO BANK (A Govt. of India Undertaking) Honours Your Trust</p>
<p>Zonal Office, UCO Bank, 5 Parliament Street, New Delhi Phone- 011-49498251</p>		
<p>हमारी दिल्ली एनसीआर की शाखाओं में कम्प्युटर हार्डवेयर की वार्षिक रख रखाव के लिए निविदा आमंत्रित</p>		
<p>यूको बैंक दिल्ली एनसीआर में स्थित शाखाओं में कम्प्युटर हार्डवेयर के वार्षिक रख रखाव के लिए निविदा आमंत्रित करता है। पात्रता शर्तों एवं अन्य नियमों एवं शर्तों से संबंधित विस्तृत विवरण तथा निविदा फार्म, बैंक की वेबसाइट www.ucobank.com से प्राप्त किए जा सकते हैं। उक्त पते पर दिनांक 22.08.2019 को दोपहर 2.00 बजे से पहले प्राप्त हुए मुहर बंद निविदाओं पर ही विचार किया जाएगा।</p>		
<p>अंचल प्रबंधक, नई दिल्ली</p>		

**Tender For PROPOSAL
FOR
ANNUAL MAINTENANCE CONTRACT (AMC) FOR
UNDERTAKING OF MAINTENANCE OF
COMPUTER HARDWARE AND PERIPHERALS
Tender reference no: - UCO/ZO-New Delhi/IT/112/2019-20**

IMPORTANT DATES

DATE OF ISSUE OF TENDER	07.08.2019
LAST DATE OF SUBMISSION OF TENDER	22.08.2019 (02:00 PM)
Pre Bid Meeting-14.08.2019 (11.00 AM to 12.00 PM)	
DATE OF OPENING OF TENDER:-	
Technical offer	22.08.2019 (4:00 PM)
Financial offer	To be announced subsequently after opening of technical offers

ADDRESS:

**UCO BANK,
ZONAL OFFICE
1st Floor,
5, Parliament Street
New Delhi-110001
TEL: 011-49498251
E-MAIL: zonewdelhi.zit@ucobank.co.in
Zo.newdelhi@ucobank.co.in**

INDEX		
Sl. No.	Particulars	
Notice Inviting Tender		
1.	Introduction	
2.	Eligibility Criteria for the Bidders	
2.1	General Qualification	
2.2	Minimum Eligibility Criteria	
2.3	Scope of Work	
Instruction to Bidders		
1.	Tender and bid submission	
2.	Authority to submit bids	
3.	Cost of bidding	
4.	Late bids	
5.	Withdrawal/amendment to Tender content	
6.	Bidding process	
6.1	Bid Submission	
6.2	Cost of Tender	
6.3	EMD	
6.4	Security Deposit	
7.	Bid Features	
7.1	Language of Bids	
7.2	Currency of the Bids	
7.3	Period of Bid Validity	
7.4	Format and Signing of Bid	
8.	Bid Essentials	
9.	Pre-bid Meeting	
10.	Bid Opening	
11.	Bid Evaluation	
12.	Notification of award	
13.	Delivery	
14.	Signing of contract	
15.	SLA	
16.	Price	
17.	Enforceability	
18.	Payment Terms	
19.	Termination	
20.	Settlement of Disputes	
21.	Waiver	
22.	Statutory and Other Regulations	
23.	Applicable Law	
24.	Assignment	
25.	Indemnity	
26.	Publicity	
27.	Force Majeure	
28.	Jurisdiction	
29.	Bribes and Gifts	
30.	Other Conditions	
Annexure 1	Tender Offer Letter	
Annexure 2	Track Record of Past AMC	
Annexure 3	Details of Office	
Annexure 4	Detail of Bidder	
Annexure 5	Technical Bid	
Annexure 6	Financial Bid(Attached separately)	

NOTICE INVITING TENDER

To

All Eligible Tenderers

Subject: ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS (desktops, printers, passbook printers, multifunctional printers and scanners) of 84 branches and Administrative Office under New Delhi zone.

- a) Bank invites offers for ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS OF 84 BRANCHES and Administrative Office in branches IN **New Delhi zone**.
- b) Tender documents are available on UCO Bank website <http://www.ucobank.com>
- c) Key dates for the tender is as follows:

Date of Issue of Tender	07.08.2019
Last date and time for Submission of Bid	22.08.2019 (02:00 PM)
Date of opening of Technical Bids	22.08.2019 (04:00 PM)

- d) The bidders are requested to go through the tender enquiry document carefully and submit the tenders in sealed covers, duly signed super scribed as follows:

Cover No –1

“TECHNICAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE Of 84 branches and Administrative Office under New Delhi zone”.

Cover No –2

“FINANCIAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE of 84 branches and Administrative Office under New Delhi zone”.

- e) The Bank will open the bids, in the presence of Bidders' representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned below

ADDRESS:

**UCO BANK,
ZONAL OFFICE**

**1st Floor,
5, Parliament Street
New Delhi-110001**

TEL: 011-49498251

**E-MAIL: zonewdelhi.zit@ucobank.co.in
Zo.newdelhi@ucobank.co.in**

- f) Financial Bid should only indicate prices filled as per Annexure 5 provided in the tender documents along with financial terms and conditions.
- g) The bidders are expected to furnish all the information asked for, sign all the pages and submit the tender.

ZONAL MANAGER

UCO BANK

1. INTRODUCTION

“UCO Bank” or “Bank” or “Purchaser”. The term shall denote UCO Bank with its Head Office at 10, B T M Sarani, Kolkata -700001 and its Zonal Office at New Delhi, invites sealed bids from the Bidders / Companies for **ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF 84 branches and Administrative Office in branches under New Delhi zone**”.

Service area:

Delhi-NCR(Delhi, Faridabad, Gurgaon, Noida, Ghaziabad, Patnaudi, Sohana, Manesar)

2. ELIGIBILITY CRITERIA FOR THE BIDDERS

2.1 GENERAL QUALIFICATIONS

- i. This tender document is opened to all Indian Firms / Companies who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding.
- ii. Firm/Company declared by Central Governments / State Governments/ Public Sectors to be ineligible to participate on account of corrupt, fraudulent or any other unethical business practice shall not be eligible during the period for which such ineligibility is declared simultaneously the companies blacklisted by any such Government Department/established Institutions shall also be ineligible for the tender.

2.2 MINIMUM ELIGIBILITY CRITERIA

1. In case of company, bidder should be a registered company under Company Act with Registrar of Companies in India.
2. The bidder should have supplied AMC for at least two financial years to banks or reputed Govt. or Private Organization. (Preferably 2017-18 & 2018-19).
3. The bidder must have registered office at New Delhi or NCR as of 01-04-2019.
4. The minimum annual turnover of the bidder should be Rs. 20 lacs in the last 2 financial years as per latest Balance Sheet. (Copy to be enclosed).
5. The bidder should have positive net worth in last 2 financial years as per latest balance sheet. Relevant data should be submitted in **Annexure 4**.
6. Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard. (undertaking format attached)
7. The bidder will be empaneled in supplying and providing maintenance services for **24 months**. Initial period for 12 months which can be extended for 12 months as per performance review on quarterly basis.
8. The bidder should be having support offices/ Support Centers/ Support Locations with necessary support infrastructure for said AMC. Bidder should have landline number for registration of Complaints.
9. Bidder should submit relevant document in this regard.

10. Bidder should post 1 Dedicated Qualified Engineer at Zonal Office.
11. All the engineers of bidder should be on company's payroll. Documentary proof to be submitted in this regard.
12. Bidder has to give an undertaking that for contract period, support will be provided directly by the bidder and no subcontracting will be allowed during the AMC Agreement.
13. The Bidder / Company should not be blacklisted from any Bank, central/state Govt. offices.
14. The Bidder / Company must have GST registration Number.
15. The Bidder / Company must provide services directly from their firm/company, not from any dealer / subcontractor.

2.3 SCOPE OF WORK

The work is for ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS OF 84 BRANCHES OF New Delhi zone.

1. Bidder has to collect the inventory at the branches which should be duly verified by Branch Manager and submit to Zonal Office.
2. Bidder has to maintain spare inventory at Local Office.
3. The vendor has to provide support and service to the PCs installed at different locations immediately (within 4 hours) on receipt of call from the concerned departments / users on all working days of the bank from 9:30 am to 6:00 pm and follows it up till the problem is resolved.
4. The vendor has to ensure that all the computers with accessories do work efficiently, reliably and safely.
5. The vendor has to provide regular maintenance service (preventive maintenance) to the desktops at least once in a quarter irrespective of whether the PCs have gone out of order or not. Relevant call reports should be submitted with the invoices while claiming payment.
6. The performance of the vendor on quality of service provided by them will be reviewed by the department on quarterly basis and if found unsatisfactory, Bank shall have the full liberty to cancel the contract at any time during the contract period by giving 15 days' notice.
7. During the AMC period, the VENDOR shall be responsible for all costs relating to Labour, spares (except ink cartridges), maintenance (preventive and corrective) and transport charges from and to the Sites in connection with the repair/replacement of the system or any component/part there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

8. The VENDOR shall ensure that services of professionally qualified personnel who have expertise in the Hardware and System software supplied, with a minimum of 1 year relevant experience, are available for providing comprehensive on-site maintenance of the hardware and system software installed and operationalized.
9. In case of failure relating to Hardware Systems, the VENDOR shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time as defined in said Purchase order and ensuring that the overall breakdown/disruption does not exceed four hours.
10. During the warranty and Annual Maintenance Contract (AMC) period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank between 9 a.m. to 6:30 p.m notwithstanding the fact whether on such days the selected vendor's office remains opened or not. In the event of System Break down or failures at any stage, protection should be available, which will include the following:-
 - a. Diagnostic for identification of system failures.
 - b. Protection of Data.
 - c. Recovery/restart facility.
 - d. Backup facility.
11. In case of any break down/malfunctioning of Hardware, hardware components, accessories, system software etc., the relevant defect is to be attended within 2 hours and rectified within period of 4 hrs. of the receipt/notice of the complaint. The hot swappable parts X has to be replaced immediately for which the VENDOR shall store all the critical and hot swappable spares for the service branch site itself.
12. The VENDOR will guarantee an uptime of 99.90% for Hardware on quarterly basis. The system should not be subject to reported downtime for a continuous period of more than two hours, all the items supplied should be repaired / replaced within 4 hours (Resolution time) from the time of lodging of complaint/request. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired. vendor shall forthwith replace/provide such hardware at no extra cost to the bank,
13. The period of contract will be initially for one year after signing of contract which may be extended at mutually agreed terms.

INSTRUCTION TO BIDDERS

1. TENDER AND BID SUBMISSION

- a) Bids are invited from all Indian Firms / Companies who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding.
- b) The Tender can also be downloaded from the Bank's website, i.e., <http://www.ucobank.com>.
- c) The Bank shall not consider any request for date-extension for bid-submission on account of late receiving / downloading of Tender by any prospective bidder.
- d) In the event of the specified date for bid-submission being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

2. AUTHORITY TO SUBMIT BIDS:

- a) Only authorized personnel of the firm or organization shall sign the bid.
 - i The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.
 - ii The letter should also indicate the complete name and designation of the designated personnel.
 - iii Necessary resolutions/authority/ Power of Attorney available shall be enclosed.
 - iv In case the principal bidders authorize their business partners or authorized distributors to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted.
 - v The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed.
 - vi The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b) One firm or organization cannot quote on behalf of multiple manufacturers.

3. COST OF BIDDING

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

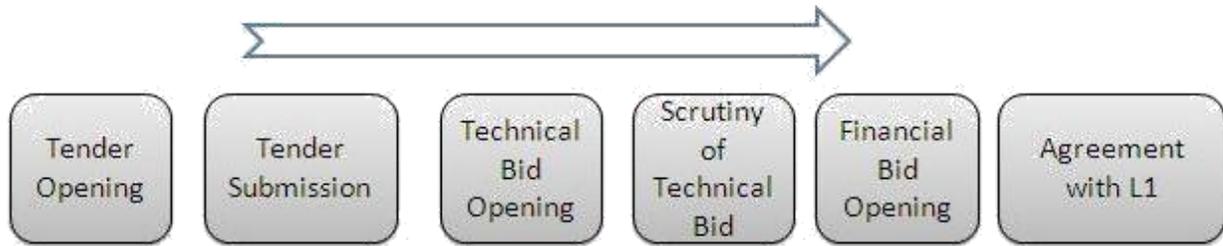
4. LATE BIDS

Any bid received by the Bank after the last date/time for bid-submission will be rejected and returned unopened to the bidder.

5. WITHDRAWAL / AMENDMENT TO TENDER CONTENTS:

- a) The bank reserves the right to accept or reject any / all proposal(s), to revise the tender, to request one or more resubmissions or clarifications from one or more bidders, or to cancel the process in part or whole.
- b) The Bank also reserves the right to amend the tender at least 5 days prior to the last date for bid-submission. The Bank may at its discretion, extend the last date for bid-submission on any justified ground.

6. BIDDING PROCESS



6.1 BID SUBMISSION

Bids are to be submitted in separate sealed covers, duly signed and super scribed as:

COVER NO -1

“TECHNICAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS OF 84 Branches and Administrative Office Of New Delhi ZONE ”

COVER NO -2

“FINANCIAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERAL OF 84 Branches and Administrative Office Of New Delhi ZONE”

The name and address of the bidder shall necessarily be written on all the covers. The sealed covers should be addressed and delivered to the following address by **22.08.2019 (02:00 PM)**

ADDRESS:

**UCO BANK,
ZONAL OFFICE**

**1st Floor,
5, Parliament Street
New Delhi-110001**

TEL: 011-49498251

**E-MAIL: zonewdelhi.zit@ucobank.co.in
Zo.newdelhi@ucobank.co.in**

Late tenders shall not be entertained. To avoid any possible delay in delivery by postal authorities/couriers, the bidders are advised to hand over the tenders personally.

6.2 Cost of Tender

- Application Fee / Tender Fee (non-refundable) of **Rs.1000/- (Rupees one thousand only)** in the form of Demand Draft/Pay Order favoring UCO Bank, Zonal office address to be enclosed.

6.3 EMD

- The EMD 25000/- should be in the form of DD/ PO/Bank Guarantee of any scheduled bank drawn in favor of the **UCO Bank, Zonal Office** payable at New Delhi.

The tenders received without the EMD or application fee (in case downloaded from bank's site) will be rejected. EMD of the bidder is liable for forfeiture as per the terms of the tender document in case of any default. The EMD shall bear no interest. The EMD should be kept in a separate cover superscripting as "EMD" and stapled to the "**Envelope No. 1 – Technical bid**".

The EMD amount of the vendor will be returned on completion of the tender process, to the unsuccessful bidders and to successful will be given back after submission of security deposit.

6.4 Security Deposit

- The successful bidder shall deposit a security deposit of 10% of the tender amount in the form of Bank Guarantee (in approved format) of any scheduled bank drawn in favor of the **UCO Bank, Zonal Office** payable at **New Delhi** while executing the Agreement. The Security deposit of successful bidder shall be retained up to the period of contract. The SD shall bear no interest.
- The security deposit is liable to be forfeited if the purchase order is not executed to the satisfaction of the bank or if the vendor withdraws from the performance of the obligations of the respective order.

7. BID FEATURES

7.1 LANGUAGE OF BIDS

All bids and supporting documentation shall be submitted in English only.

7.2 CURRENCY OF THE BIDS

All costs and charges related to the bid shall be expressed in Indian Rupees only.

7.3 PERIOD OF BID VALIDITY

- The Bids shall be valid for a period of 12 months from the date of submission of bids which can be extended at Bank's discretion for further 12 months. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- The Bank in case of non-adherence to the Format or partial submission of bid will not evaluate the bid,
- Each bid shall be made in the legal name of the bidder, Each page of it shall be serially numbered, signed and duly stamped by the bidder or a duly authorized person to sign on behalf of the Bidder, Interlineations, erasure or overwriting shall be valid only if these are initialed by the person(s) signing the bid.
- Executive(s) representing the bidder should be duly authorized to sign the bid, interacting with the Bank for all sorts of communication as well as appearing in for price negotiation meeting, in case the bidder emerges as L-1 as a result of financial evaluation of all qualified bids.

7.4 FORMAT AND SIGNING OF BID

Each tender shall be made in the legal name of the Bidder and shall be signed and duly stamped by the Bidder or a person duly authorized to sign on behalf of the Bidder.

8. BID ESSENTIALS - CONTENTS OF DOCUMENT TO BE SUBMITTED

The bidder shall submit the following:

TECHNICAL BID

1. Fully filed Annexure-1, Annexure -2, Annexure-3 , Annexure-4 & Annexure -5 for technical bid.
2. All pages of bid document must be signed and stamped.
3. Company/firm Profile.
4. Declaration from company's/firm authorized person regarding services will be provided by company only not from any dealer / subcontractor.
5. Copy of GST Registration Certificate.
6. Copy of PAN Card.
7. Other information -Any other relevant information, which is necessary to be furnished, must be provided.
8. EMD
9. Cost of Tender in form DD / PO

FINANCIAL BID

1. Price Bid as per Financial Bid Format (Annexure-5).

Note: Bank reserves the right to accept/reject the tender in the instance bidder fails to furnish any of the above pointed documents.

9. PRE-BID MEETING:

Pre bid meeting Date & Time: **14.08.2019** from 11.00 AM to 12.00 PM

10. BID OPENING

- a) The Bank will open the technical bids, in the presence of Bidders' representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned below:-

Address:

**UCO BANK,
ZONAL OFFICE
1st Floor,
5, Parliament Street
New Delhi-110001**

TEL: 011-49498251

E-MAIL: zonewdelhi.zit@ucobank.co.in

Zo.newdelhi@ucobank.co.in

- b) The bidders' representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.
- c) The Financial bid shall be opened in the presence of Bidders' representative, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document. The Bank will prepare the minutes of bid opening.
- d) No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

- e) If any of the Bidders or all the Bidders, who submitted Bids, are not present during the specified date and time of opening, the Bank will proceed further with opening of the Bids in their absence.
- f) The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of tender and subsequent clarifications, whether technical specifications as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per this tender requirements.
- g) The Bank may reject any proposal not containing all the requirements called for in various Annexure. Technical Bid must contain required/ relevant information on all the items including optional items, if any, without fail.
- h) Bank has the right not to entertain any correspondence on any matter relating to this tender like Technical responsiveness/ non-responsiveness of the Bidders etc. Bank's decision will be final in this matter.

11. BID EVALUATION

- The tenders received within the due date and time only will be considered for evaluation.
- The Technical bids shall be opened and the qualifications of the bidders will be evaluated to ensure meeting the minimum pre-qualification criteria.
- Technical bids of the bidders who satisfy the prequalification criteria will be evaluated for compliance of other terms and conditions and also compliance of the machine/model offered to the technical specifications.
- The price bids of only the successfully qualified bidders whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them.
- The L1 will be determined on the basis of the lowest price.

Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.

12. Selection of Bidder: Lowest bidder will be determined on the basis of total cost of ownership will be as per the Annexure 5.

The bidder shall keep the price valid for entire contract period and no request for enhancement in the prices during the contract period will be entertained by the Bank under any circumstances. Bank may select more than one bidder. If Bank selects three vendors then the contract may be further divided into L1, L2 and L3 in **50:30:20** ratios. In case of 2 vendors the contract may be further divided into L1 and L2 in **60:40** ratios. Clause may be adjusted suitably as per requirement. Bank's decision in this regard would be final and conclusive and binding upon the service providers.

The commercial bids submitted by the service providers will be evaluated as per price quoted and the Service provider, whose commercial offer has been determined as the lowest, will be named as L1 and the second lowest will be named as L2 and L3. The L2 and L3 will be given a chance to match the price with L1. In case L2 and L3 agrees and matches the L1 price, then 3 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 50%, 30% and 20% (on total annual requirement basis). In case if any line item quoted by L2 vendor found to be lower than the L1 vendor then L1 will be required to reverse match the least cost quoted by L2 for the respective line items to arrive at L1 cost. Likewise L2 would be required to match the least cost quoted by the L1 vendor. Similarly with L3 vendor also. Bank's decision in this regard would be final and conclusive and binding upon the service providers.

In case, L2 or L3 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets a second and third vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

13. NOTIFICATION OF AWARD

The acceptance of a tender, subject to contract, financial considerations & compliance with all the terms and conditions will be communicated in writing by means of placing order at the address supplied by the bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified at under mentioned address and written confirmation of such notification obtained.

ADDRESS:

**UCO BANK,
ZONAL OFFICE
1st Floor,
5, Parliament Street
New Delhi-110001
TEL: 011-49498251**

**E-MAIL: zonewdelhi.zit@ucobank.co.in
Zo.newdelhi@ucobank.co.in**

14. DELIVERY

- I. On acceptance of tender, Bank shall issue a Letter of Intent (LOI) to the successful bidder and the bidder shall accept the same within One week of the date of issue of LOI.
- II. Order will be placed by the Bank, only after the successful bidder accepts LOI and enter into the Agreement as per Bank's format.(enclosed as Annexure- I)

14. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a contract with UCO Bank within 7 days of the award of the tender or within such extended period as may be specified by Zonal office. The rate contract will be valid for twelve months which can be extended to 12 months unless terminated by the Bank before that date.

15.SLA (Service Level Agreement)

1. Response within 4 Hrs. (in City & within 24hrs in rural area)
2. Resolution within 24 Hrs in city and 48 Hrs in rural area.
3. SLA Compliance: 95%
4. PM (Preventive Maintenance) has to be carried out once in a quarter.
5. Quarterly Review of services provided by selected vendor(s) will be done by the Bank. If bank finds that services are being unsatisfactory, the contract will be

- terminated.
6. Rate must be quoted for AMC period for 12 months.
 7. No separate Outstation charges will be paid during period.
 8. The vendor has to execute the AMC agreement on non-judicial stamp paper of requisite value prevailing at the place of execution. The AMC agreement will be executed at Zonal subject to providing the details of AMC as per Annexure of AMC agreement.
 9. Purchase Order will be issued by our office as per finalized rates and contract terms.
 10. The penalty for delayed service of equipment's will be collected as per Agreement.
 9. GST Tax/ Work Contract Tax / Education Cess on AMC if any paid by vendor on the AMC amount, will be reimbursed to the vendor on claiming the same in the invoice/Bill as per Bank guidelines from time to time.
 10. The TAX (TDS and GST TDS) on AMC charges at the prevailing rate will be deducted at source from all the AMC vendors while releasing the payment to them irrespective of the amount of such payment. The TDS deducted shall be on actual AMC amount excluding tax portion.
 11. The vendor has to carry out the preventive maintenance (PM) equipment once in a quarter as per clauses in the AMC agreement, failing which penalty (Amount Rs 50/- has to be charged as per the relevant clauses relevant clauses in the AMC agreement).
 12. Jurisdiction: All disputes and controversies between UCO Bank Zonal Office New Delhi and Vendor shall be subject to the exclusive jurisdiction of the Courts in New Delhi and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.
 13. **Penalty Clause:** Vendor must resolve the hardware problem, if occurs, within 24 hrs and if in any case part is not available standby hardware must be provided to branch so that working of branch does not hamper.
 14. Vendor must maintain adequate spare parts as 3 to 5 spare hardware parts (each type) available in standby for any of the situation. If vendor fails to resolve the problem within 24 hours of information, nor any standby hardware is provided to the branch, **penalty of Rs 300/- per day** (pertaining to that particular branch from where the issue has been reported) would be applicable and deducted from bill. If any call closed without resolution will be treated unresolved call and penalty clause applicable for that calls. Penalty will be calculated from the day of reporting the issue/problem. If the issue remains unresolved for more than 5 days no payment of AMC will be made corresponding to that branch.

16.PRICE:

- i. Prices shall be quoted in Indian Rupees.
- ii. The vendor must quote price inclusive of duties and charges related to dispatch, packing, installation etc.
- iii. GST shall be payable extra.
- iv. Price should not be subject to fluctuation of the rupee against foreign currencies or for any other reason(s). The price shall remain firm throughout the period of this contract.
- v. In case there is a change in the Government norms, taxes etc during the contract period or presentation of invoices on the Bank, whichever is later, the same shall be borne by the supplier.
- vi. Price quoted shall remain firm for acceptance during the validity period stated in the General Information and Instructions to Bidders.

17. ENFORCEABILITY:

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of Vendor will be accepted by the vendor without any demur and the Bank will be at liberty to enforce these conditions/rights.

18 PAYMENT TERMS

I. The Bank will not pay any advance for Annual Maintenance Charges of Computer Hardware and Peripherals. Bills and Invoices shall be prepared by the Bidder and submit it to respective branch on half yearly basis along with the copy of purchase order. Invoice amount will be paid by the bank within 30 days from the date of submission of the bill, subject to compliance of the following:

- a) Satisfactory service as per the parameters mentioned in the Technical bid, general terms and conditions of the tender.
- b) Produce relevant files-Preventive Maintenance branch wise.
- c) Various parameters set out by the Bank and duly committed by the bidder, while participating in the tender process, must be complied with. If the bidder does not conform to the specifications as per technical bids, the order stands automatically cancelled and the bidder shall not be entitled for any payment. Further in such an event the EMD furnished by the bidder while participating in the tender process shall be forfeited.
- D) Tax deduction at source (TDS) and Tax on GST as per relevant provisions of Finance Act from time to time.

19 TERMINATION

- a. The Bank at its option without prejudice to its rights under the Contract, is entitled to terminate the Contract at any time by giving 30 days written notice to the Contractor in the following circumstance:
 - i. In case the Bidder does not comply with any of his obligations/undertakings under this Contract.

- ii. if the design, specifications defined by the bank for printing purpose and the Bidder do not conform to the approved technical specifications and other requirements specified in this contract or agreed to by the bidder.
 - iii. If the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract.
 - iv. In case of any breach of the terms and conditions of this contract by the supplier.
- b. If the Vendor becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Supplier or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.
- c. In the event of such termination, the Security Deposit of the printer and the Bank Guarantee shall stand forfeited and the Bank shall have the right to terminate printer deny any future empanelment.

20. SETTLEMENT OF DISPUTES

- I. Should any dispute or difference of any kind whatsoever arise between the Bank and the bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- II. If after 15 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
- III. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- IV. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Bidder. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to arrive at a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.

- V. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator.
- VI. Arbitration proceedings shall be held at New Delhi Pin Code-110001 India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.
- VII. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- VIII. Notwithstanding any reference to arbitration herein,
- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the purchaser shall pay the printer any monies due to the printer unless the dispute is relating to such payment.

21. WAIVER:

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original intent.

22. STATUTORY AND OTHER REGULATIONS:

The vendor shall comply with all the statutory obligations of the Government of India / State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Printer.

23. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of India.

24. ASSIGNMENT

The whole of the works included in the contract shall be executed by the Tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

25. INDEMNITY

Bidder shall indemnify, protect and save UCO Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of stationary material supplied by him.

26. PUBLICITY

Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank.

27. FORCE MAJEURE

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of god or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of UCO Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify UCO Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of delay. If the duration of delay continues beyond a period of three months UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem notwithstanding the above the decision of UCO Bank shall be final and binding on the bidder.

28. JURISDICTION

The court at New Delhi only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of the contract in the event of placement of order.

29. BRIBES AND GIFTS

Any bribe ,commission ,gift or advantages given, promised or offered by or on behalf of the bidder or his parties, agents or servant or anyone his or their behalf to any officer, servant, representatives or agent of the Bank or any other person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Bank shall in addition to any criminal liability which the bidder may incur subject the bidder to the cancellation of this and all other contracts with the Bank and also to payment of any loss or damage resulting from any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by the Bank in such manner and on such evidence or information as the Bank may think fit and sufficient and the Bank's decision shall be final and conclusive.

It will be no objection to any appointment that the Arbitrator so appointed is a Manager of any branch of the Bank and that he had to deal with the matter to which the Contract relates and that in course of his duties he had expressed in all or any of the matters, in dispute or difference, and / or retainer counsel of the bank or any other Advocate the Bank may choose who may have dealt with the bank or

with the matter in any manner. If the Arbitrator to whom the matter is originally referred, is transferred, retire, neglects or is unable to act on account of any reasons; the Chairman/General Manager/Zonal Manager of the Bank; shall appoint another person to act as Arbitrator in accordance with the terms of the contract and the substituted Arbitrator shall be entitled to proceed at the stage at which it was left by his predecessor.

Any party desirous of making a reference to the Arbitrator shall give fifteen days Registered Acknowledgement Due notice of his intention to do so to the other party at his usual place of business or residence or of the place of their last notified address and the notice shall be deemed to have been served when it would ordinarily have been served when it would ordinarily have been sent by post. The notice sent by the arbitrator to the parties by Registered Post at the addresses mentioned in the Hire Purchase Agreement will be considered sufficient service on the parties whether such notice is received by them or not is refused, or is returned undelivered.

30. OTHER CONDITIONS

1. Initially the period of contract will be for one year.
2. The contract can be extended, if so desired by the UCO Bank, Zonal Office, New Delhi based on the performance of the service provider.
3. Bank may select more than one bidder to provide AMC services to UCO Bank branches under New Delhi zone.
4. Purchase Order will be issued to selected bidder(s) as per finalized rates and as per mentioned ratio for providing AMC to their branch. Invoice for the same is to be submitted in the respective branch for payment.

Authorized Signatories

(Name and Designation, seal of the firm)

Date:

Place:

Ref no.

Date

The Deputy General Manager,
UCO Bank, Zonal Office
5 Parliament Street
New Delhi
Dear Sir,

Sub: Your RFP for "ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS" UCO/ZO-New Delhi/IT/ 112/2019-20 dt 07.08.2019

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for "ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS" mentioned in the RFP document forming Eligibility/ Technical as well as Functional Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank we undertake to take AMC of the Computer Hardware and Peripherals of New Delhi Zone

We will submit Earnest Money Deposit in the form of Bank Guarantee/PO/DD valid for a period of 90 days in favor of UCO Bank, payable at New Delhi (as per the format prescribed in Annexure-II) for an amount of Rs. 25,000/-.

We will submit security deposit of 10% of the tender amount in the form of BG (in approved Format) upto contract period plus.

We agree to abide by the terms and conditions of this tender offer till the entire contract period and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of contract period.

Until a Master Contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

BG/FDR No. _____ dated for Rs.25,000/- (Twenty Five Thousand only) / DD/PO No _____ dated _____ as EMD. DD/PO No. _____ dated for Rs.1000/- (Rupees One Thousand only) dated _____ as cost of RFP document. DD/PO in favour of UCO Bank by..... Bank, Branch payable at New Delhi/ BG issued by ----- Bank ----- branch.

Dated this day of 2019

Signature of Contractor/Bidder/Bidder Witness,
Name & address:

Full Postal Address including Telephone No & Mobile No:

UCO BANK

ANNEXURE 2
TRACK RECORD OF PAST EXPERIENCE WITH BANKS

Name of the Bidder

Period of Contract (in Years)	Contact Person of Client Organization (Name, Tel, No, Fax , Address)	Satisfaction Performance Letter from Organization Attached in Technical Bid (Yes / No)

SEAL OF THE COMPANY/FIRM SIGNATURE OF THE BIDDER

Place:

DATE:

Annexure - 3

DETAILS OF HEAD OFFICE / OFFICE

S No	Place	Postal Address	Contact Details (including Name of In charge and his contact No, email id etc)	Service Facilities Available (Describe)	No. of Employee	Jurisdiction
1						
2						
3						
4						
5						

SEAL OF THE COMPANY/FIRM SIGNATURE OF THE BIDDER

Place:

DATE:

(All details are mandatory. Wherever the space is insufficient, separate sheet may be used to furnish the details)

Annexure 4
General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location
 Regd. Office:
 Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker/s

B. Financial Position of Bidder for the last two financial years

	2017-18	2018-2019
Net Worth		
Turnover		

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to PSU organization /BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders like Legal Management software

Govt/PSU/ Reputed Pvt organization		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address:

SEAL OF THE COMPANY / FIRM SIGNATURE OF THE BIDDER

Place:

DATE:

Annexure 5

COMMERCIAL OFFER

Table-A: List of Items for AMC:

Sr. No	ITEM	Approx. Qty.	Amount	GST	Total
1	Desktops	670			
2	Laser Printers	130			
3	Multi-Function Printers	40			
4	Passbook Printers	100			
5	DD/ FD Printer	100			
6	Scanners	90			
7	Thin Client	90			
	Any other peripheral				
	Total Cost of Ownership				

Please read following important points carefully before filling in details

Important Points

- I. Bank may hold Reverse Auction in the event of 2 or more bidders are technically eligible for deciding L-1 bidder.**
- II. Calculation of Commercial Score of the bidders and determining of the L1 Bidder will be decided on the basis of least percentage quoted under Sl. No. 1 of Table A of Annexure 5. For the items list mentioned under Table B, please note the items are irrespective of make wise hardware and peripherals , it may be of any brand.**
- III. The Offered prices will be valid for a period of 12 months from the date of entering into the Contract which may be extended further for period of 12 months..**
- IV. Bank reserves the right to negotiate the prices of items as per Table B with the successful bidder.**

Date: _____

Place: _____

Signature of Authorized Signatory Name of Signatory:
Designation:
Seal of Company

Technical BID

<u>Sr. No</u>	<u>Documents</u>	<u>Attched in BID Y/N</u>
1.	Tender Offer Forwarding Letter-- Annexure A	
2.	Eligibility Criteria and SLA	
3	Supporting Documents in respect of qualification Criteria as per Annex-	
4.	General Details of the Bidder- Annexure B	
5.	COMPLIANCE STATEMENT- Annexure E	
6.	Service Support Details- Annexure F	
7.	Last 1 year Balance Sheet	
8.	Earnest Money Deposit- DD/BG/FD	
9.	Board Resolution of the Company	
10.	Undertaking –Annexure C	

Note:

- a. Signed copy of RFP.
- b. All Pages of BID documents signed and stamped .
- c. All pages of BID documents must be numbered.

Commercial BID

<u>Sr. No</u>	<u>Documents</u>
1.	<u>Commercial Bid as per Annexure 5</u>

Date:

Place:

Signature(Authorized Signatory)

Name :

Designation :

Seal of Company :