

**Tender For PROPOSAL
FOR
ANNUAL MAINTENANCE CONTRACT (AMC) FOR
UNDERTAKING OF MAINTENANCE OF
UPS
Tender reference no: - UCO/ZOBLR/ZIT/002/2023-24**

IMPORTANT DATES

DATE OF ISSUE OF TENDER	06.04.2023
LAST DATE OF SUBMISSION OF TENDER	27.04.2023 4.00 PM
PRE-BID MEETING 17.04.2023 FROM 11 AM TO 12 PM	
DATE OF OPENING OF TENDER	
Technical offer	27.04.2023 5.00 PM
Financial offer	To be announced subsequently after opening of technical offers

ADDRESS:

**UCO BANK,
ZONAL OFFICE,
13/22,K G ROAD
BANGALORE-560009
TEL: 080-43472710
E-MAIL: zo.blr@ucobank.co.in
zoblz.zit@ucobank.co.in**

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NOTICE INVITING TENDER

To
All Eligible Tenderers

Subject: ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS of 64 branches and Administrative Office under Bangalore zone.

- a) Bank invites offers for ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS OF 64 BRANCHES and Administrative Office in branches in **Bangalore zone**.
- b) Tender documents are available on UCO Bank website <https://www.ucobank.com>
- c) Key dates for the tender is as follows:

Date of Issue of Tender	06.04.2023
Last date and time for Submission of Bid	27.04.2023 4.00 PM
Date of opening of Technical Bids	27.04.2023 5.00 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 UPS Of 64 branches and Administrative Office under Bangalore zone”.

Cover No –2

“FINANCIAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS of 64 branches and Administrative Office under Bangalore 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,
13/22,K G ROAD
BANGALORE-560009
TEL: 080-43472710**

E-MAIL: zo.blr@ucobank.co.in, zoblr.zit@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

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 Bangalore, invites sealed bids from the Bidders /Companies for **ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS OF 64 branches and Administrative Office in branches under Bangalore zone**”.

Service area:

All districts of Karnataka

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 1956 OR 2013 and amendments thereafter with Registrar of Companies in India.
2. The bidder should have provided AMC for at least two financial years to banks or reputed Govt. or Private Organization. (Preferably 2021-22 & 2022-23).
3. The bidder must have registered office at Bangalore.
4. 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**.
5. 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)
6. The bidder will be empanelled 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.
7. 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.
Bidder should submit relevant document in this regard.
8. All the engineers of bidder should be on company's payroll. Documentary proof to be submitted in this regard.
9. 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.

10. The Bidder / Company should not be blacklisted from any Bank, central/state Govt. offices.
11. The Bidder / Company must have GST registration Number.
12. The Bidder / Company must provide services directly from their firm/company, not from any dealer / subcontractor.
13. The service engineers should be covered under minimum wages act with provident fund facilities.

2.3 SCOPE OF WORK

The work is for ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS OF 64 BRANCHES & ZONAL OFFICE of Bangalore Zone, also new branches if any.

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 UPS 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 UPS do work efficiently, reliably and safely.
5. The vendor has to provide regular maintenance service (preventive maintenance) to the UPS at least once in a quarter irrespective of whether the UPS 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, maintenance (preventive and corrective) and transport charges from and to the Sites in connection with the repair/replacement of 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 UPS supplied, with a minimum of one-year relevant experience.
9. In case of failure relating to 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 to ensure service is provided on all the working days of the Bank between 9 a.m. to 6:30 PM notwithstanding the fact whether on such days the selected vendor's office remains opened or not.
11. In case of any break down/malfunctioning of UPS the relevant defect is to be attended within 2 hours and rectified within period of 4 hrs. of the receipt/notice of the complaint.
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 for another one year on the same terms & conditions.

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., <https://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.

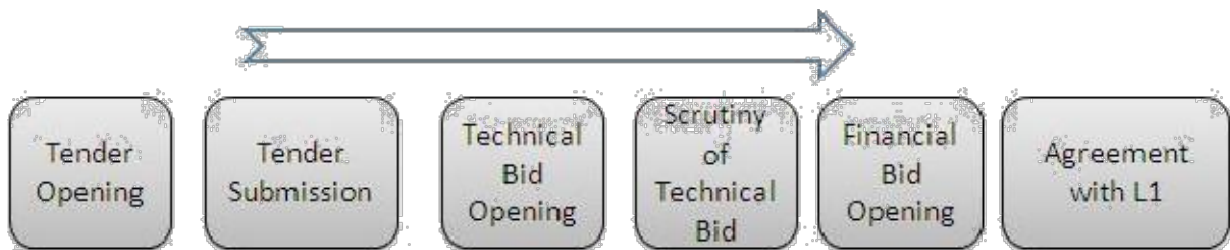
4. LATE BIDS

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 UPS OF 64 Branches and Administrative Office of Bangalore ZONE”

COVER NO –2

“FINANCIAL BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS OF 64 Branches and Administrative Office OF Bangalore 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 19.03.2021

ADDRESS:

**UCO BANK,
ZONAL OFFICE,
13/22,K G ROAD
BANGALORE-560009
TEL: 080-43472710
E-MAIL: zo.blr@ucobank.co.in
zoblz.zit@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.400/- (Rupees Two hundred only)** in the form of Demand Draft/Pay Order favoring UCO Bank, Zonal office, Bangalore address to be enclosed.

6.3 EMD

- ☐ The **EMD 20,000/-** should be in the form of DD/ PO of any scheduled bank drawn in favor of the **UCO Bank, Zonal Office** payable at Bangalore

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"**.

"Exemption from submission of Tender Fee and EMD shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e., registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME.

Bids received without Tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.

To qualify for Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for Tender Fee / Cost exemption.

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 **Bangalore** 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 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 & Cost of Tender in form DD.

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:

17.04.2023 – Timing-11 am to 12 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,
13/22, K G ROAD
BANGALORE-560009
TEL: 080-43472710
E-MAIL: zo.blr@ucobank.co.in
zoblz.zit@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 requirement.
- 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,
13/22,K G ROAD
BANGALORE-560009
TEL: 080-43472710
E-MAIL: zo.blr@ucobank.co.in
zoblz.zit@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)

15. 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 24 months which can be extended to 12 months unless terminated by the Bank before that date.

16. SLA (Service Level Agreement)

1. Response within 4 Hrs. (in City & within 8 hrs in rural area)
2. Resolution within 24Hrs 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 Bangalore and Vendor shall be subject to the exclusive jurisdiction of the Courts in Bangalore 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 24hrs 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 those 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.
15. In the event of weeding out of the older machine in the office, the same shall be removed from the contract and the rates shall be reduced accordingly on pro-rata basis.
16. Bank reserves to itself the right of altering the requirements of the work by adding to or omitting any items of work (or) having portions of the same carried out without prejudice to the contract.
17. The Vendor shall not be entitled to any compensation for any loss suffered by him on account of executing the work, whatever the cause may be, including those arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or in awarding contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.
18. The Vendor shall not disclose directly or indirectly any information, IT Assets and details of the Bank's infrastructure/ system / equipment's etc. which may come to the profession or knowledge of the vendor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary

to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the vendor and the Bank shall be entitled to claim damages and pursue legal remedies.

17.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.

18. 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.

19. PAYMENT TERMS

- I. The Bank will not pay any advance for Annual Maintenance Charges of Computer Hardware and Peripherals.
- II. Bills and Invoices shall be prepared by the Bidder and submit it to zonal office on quarterly basis along with copy of preventive maintenance and branch visit report.
- III. 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) 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.
 - c) 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.

20. TERMINATIONS

- 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 15 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 vendor and the Bank Guarantee shall stand forfeited and the Bank shall have the right to terminate vendor deny any future empanelment.

21. 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. All disputes arising out of (or) in any way connected with this agreement shall be deemed to have arisen at Bangalore & courts in Bangalore shall only have jurisdiction to determine the same.

22. 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.

23. 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 vendor.

24. APPLICABLE LAW:

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

25. 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.

26. 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.

27. 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.

28. 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.

29. JURISDICTION

The court at Bangalore 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.

30. 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.

31. The Sexual Harassment of women at work place

The Vendor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

- a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the bank shall ensure appropriate action under the-said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Complaints Committee constituted by the Bank.
- c. The Vendor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the Vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.
- d. The Vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

32. 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, Bangalore 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 Bangalore 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:

Annexure - 1

Tender Offer Forwarding Letter

Ref no.

The Deputy General Manager,
UCO BANK - ZONAL OFFICE
2nd Floor, 13/22 KEMPEGOWDA ROAD
BANGALORE-560009
TEL: 080-43472710

Date

Dear Sir,

Sub: Your RFP for "ANNUAL MAINTENANCE CONTRACT (AMC) FOR UNDERTAKING OF MAINTENANCE OF UPS"
UCO/ZOBLR/ZIT/001/2023-24 dated 06.04.2023

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 UPS" 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 Bangalore Zone

We are submitting Tender Fee & Earnest Money Deposit in the form of DD valid for a period of 90 days in favor of UCO Bank, payable at Bangalore for an amount of Rs. 400/- & 20,000/- respectively.

We will submit security deposit of 10% of the tender amount in the form of BG (in approved Format) up to 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.

Signature of Contractor/Bidder/Bidder Witness,

Name & address:

Full Postal Address including Telephone No & Mobile No:

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

	2018-19	2019-20
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

Govt/PSU/ Reputed Pvt. Organization		
Name of Organization	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.	Unit Amount	Amount	GST	Total
	A	B	C	D=B*C	E	F = D+E
1	2 KVA	25				
2	3 KVA	85				
3	5 KVA	15				
4	UPS	125				
5	Total Cost of Ownership (SR.NO. 1+2+3+4)					

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 price quoted under Sl. No. 5 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>Attached in BID</u> <u>Y/N</u>
1.	Tender Offer Forwarding Letter-- Annexure 1	
2.	Supporting Documents in respect of qualification Criteria as per Annexure - 2	
3	Head Office / Branch Office Details as per Annexure - 3	
4.	General Details of the Bidder- Annexure 4	
5.	Declaration from company's authorized person regarding services will be provided by company only not from any dealer or subcontractors.	
6.	Any other relevant information which is necessary to be furnished, must be provided.	
7.	Copy of GST Registration & PAN Card	
8.	Cost of Tender Fee & Earnest Money Deposit - DD	

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>
<u>1.</u>	<u>Commercial Bid as per Annexure 5</u>

Date:

Place:

Signature(Authorized Signatory)

Name :

Designation :

Seal of Company :