



REGIONAL OFFICE BHUBANESWAR

TENDER DOCUMENT

Date: 01.11.2022

Last Date of Submission: 21.11.2022 Till 16:00Hrs

Tender for AMC and related services of UPS in the different
branches/offices under
Bhubaneswar Regional Office.

Central Bank of India
Regional Office
108 B 1st Floor Unit 7 Surya Nagar
Bhubaneswar-751003 Odisha

REQUEST FOR PROPOSAL

Dated: 01.11.2022

**TENDER FOR AMC AND RELATED SERVICES of UPS IN THE DIFFERENT
BRANCHES/OFFICES UNDER CENTRAL BANK OF INDIA,
BHUBANESWAR REGIONAL OFFICE**

DETAILS	EMD(₹)
Comprehensive On-Site Maintenance Contract for Maintenance of Uninterruptible Power-supply Systems installed at various Branches, Offices under Bhubaneswar Regional Office	5,000/-
Non Refundable Tender Fees for Comprehensive On-Site Maintenance Contract for Maintenance of Uninterruptible Power-supply Systems installed at various Branches, Offices under Bhubaneswar Regional Office	500/-

Dear Sir/s,

Central Bank of India, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and more than 4500 Offices/Branches in India,

Central Bank of India, Bhubaneswar Regional Office is having 58 Branches and other administrative offices spread over 11 districts (Balasore, Bhadrak, Cuttack, Dhenkanal, Ganjam, Khurda, Jajpur, Jagatsinghpur, Kendrapara, Nayagarh & Puri) All the Branches are equipped with UPS/Batteries for uninterrupted power supply for PCs and other peripherals.

Sealed Tenders are invited from experienced and reputed companies / Firms for Comprehensive On-Site Maintenance of Uninterruptible Power-supply Systems at various Branches / Offices situated in above Districts of Odisha under the control of Bhubaneswar Regional Office. The Office wise Details of systems is given in Annexure A.

Eligibility Criteria:

The Firms / Companies fulfilling the following Terms and Conditions may submit their bids super- scribed as **"Quotation for Comprehensive AMC of UPS"** addressed to the Regional Head Central Bank of India Regional Office 108 B 1st Floor Unit 7 Surya Nagar Bhubaneswar-751003 Odisha

- The eligible bidder should have provide service in aforesaid districts where the Branches are located.**
- The Firms / Companies should have at least 5 years' experience of undertaking Annual Maintenance Contract in PSU Banks & Financial Institutions handling more than 100 UPS. (Proof to be attached).**

MSME registered vendor will be preferred.

- c) **The bidder must have valid GSTN No, which is required for the purpose of payment. Copies of their PAN/TAN/Service Tax Registration Certificate etc are to be enclosed.**
- d) **The bidder must not have been blacklisted by any Public Sector Bank or other Govt Organization in the past. A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.**
- e) **The Firms / Company will have to provide a list of engineers who will perform the job along with their resume and qualifications, Identity and KYC documents, within 10 days, once the Firm/Company is selected.**
- f) **Audited financial statements like Balance sheet, Profit and loss for the last three financial years should be submitted.**

Bidders will have to submit required documentary proof which is acceptable to bank for all the aspects of eligibility criteria mentioned above.

Submission of Bids:

1. The Technical / Commercial bids should be in two separate sealed covers clearly marked as **"TECHNICAL BID"** and **"COMMERCIAL BID"**.
2. The bid has to be accompanied by Demand Drafts towards **Earnest Money Deposit (EMD) of ₹ 5,000/- (Rupees Five Thousand only)** favoring "Central Bank of India", payable at Bhubaneswar. Also the tender should accompany non-refundable tender fees of **₹ 500.00 (Five hundred only)** in the form of demand draft favoring "Central Bank of India" payable at **Bhubaneswar**. Such Demand Drafts should be in separate third cover marked as **'EARNEST MONEY DEPOSIT'**. Bids without proper EMD will liable to be rejected summarily.
3. The **TECHNICAL BID** should include the name and address of the Firm / Company, details of past experience and list of offices where they have been performing such duties along with the supporting documents / certificates. Technical Bids should not contain any commercial quotes. If any Technical Bid contain any information of commercial interest, the bid is liable to be rejected summarily.
4. The **COMMERCIAL BID** should contain the rate against each item separately. Envelop of Commercial Bid should contain (a) duly filled-in Annexure A and (b) Annexure C.
5. Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/ obscure/ unclear / additional terms may lead to the bid being disqualified.
6. All the annexures should be attached to the BIDs properly.
7. Audited balance sheet and profit and loss statements should be attached for the previous 3 years.
8. The Bank reserves the right to reject any or all the tenders without assigning any reasons.

The sealed tenders must be submitted by **21.11.2022 by 1600 hrs to**

Regional Office, 108 B 1st Floor Unit 7 Surya Nagar, Bhubaneswar-751003.
Opening of Technical Bids will be done on **21.11.2022 at 1630 hrs at**
Central Bank of India, Regional Office 108 B 1st Floor Unit 7 Surya Nagar,
Bhubaneswar-751003.

Opening of Commercial Bids:

- Only those bids which are found to be technically feasible and abide all the terms and conditions applicable as mentioned hitherto will be informed. Only these bidders will be eligible for opening of price/commercial bids.
- The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors, who are found eligible after evaluation of Technical Bids.
- After opening of price/commercial bids and declaring the prices, the Bank will evaluate and compare the Price/commercial bids.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected by updating sum total of individual items. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its EMD may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- The Bank's evaluation of a Price/commercial bid will take into account, in addition to the Bid price quoted, one or more of the following factors:
 - Deviations in payment schedule
 - Deviation in prices quoted
- In case two or more bidders are found to have quoted the same lowest evaluated price, the Bank may call for only price/commercial bids afresh from only those lowest evaluated bidders. The process may be repeated till a single L1 vendor is arrived at.

Other Terms and Conditions:

- i) The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all transformers, circuit cards, cooling fans, wires, cables etc. in case of UPS.
- ii) **The contract will be effective for a period of Three years from 01.12.2022**, which may be extended by the Bank for further period of up to One year on the same terms and conditions, depending up on satisfactory service by the vendor. However, PO will be issued for twelve months for 2022-23 and after the expiry; PO will be issued on yearly basis for rest of the period. The vendor will have to enter into necessary contract with the bank, prior to this date. The format of Annual Maintenance Contract is as per Annexure-E, which is just an indicative one and the final format may be obtained from the bank. **However, any party may opt out of the agreement by serving at least 3 months of prior notice.**
- iii) The vendor shall be responsible for any loss or damage caused to any of the UPS owing to negligence on his part, and thus liable to compensate.
- iv) The service engineers will be required to be available on all working days (Monday to Saturday) during the office hours from 9.00 a.m. to 7.00 p.m. (other than bank holidays and 2nd and 4th Saturday). The engineers may

also have to work on holidays and after office hours, if necessary. The engineers should be equipped with mobile phones at vendor's cost for quick communication, and the numbers should be shared with the Bank. In addition to the Service Engineers, we will require a call coordinator at vendor's site who will register, assign, track and monitor all calls for all the above locations of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit.

- v) The Service Engineers should have a minimum qualification of having passed Higher Secondary (12th) examination (or equivalent) of any Board and have a certificate of having successfully completed related vocational course. All employees of vendor must be Major.
- vi) **The vendor is required to carry out Periodic Preventive Maintenance activities (minimum once in a quarter) on all the equipment under AMC.**
 - **This includes periodic cleaning and replacement of parts including all transformers, circuit cards, cooling fans, wires and cables without any extra payment.**
 - **Apart from this the battery maintenance should also be taken up along with the UPS maintenance.**
 - **During this time, the AMC vendor will have to send service personnel to clean- up/blow the UPS at each branch and Office.**
 - **The earthing should be checked and the reading should be mentioned in the Preventive maintenance report. Any abnormalities found should be immediately brought to the notice of the Branch manager and GAD/BSD department of Regional Office.**
- vii) It shall be the responsibility of the vendor to make all the UPS systems work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the AMC contract. Different makes/models of UPS are being offered for maintenance. Vendors should be equipped to maintain systems of different manufacturers.
- viii) The rates quoted should cover onsite maintenance of the UPS system, costs of replacement parts and cost of personnel and parts, etc.
- ix) While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement/standby of the respective material hardware, to enable un- interrupted services at branch/Office.
- x) Bank may decide to add or remove certain items or certain branches/localities from the AMC at any point of time during the contract. Payment for any inclusion / deletion of such items during the AMC period will be calculated on pro-rata basis. No advance payment of AMC charges will be made in any case.
- xi) The payment will be released on quarterly basis **by the respective branch/office**, subject to the vendor submitting, "Satisfactory Service Reports" of the respective branch / office. Branch will be bound to release payment whose satisfactory service reports were submitted to their respective branch/office.
- xii) During the currency of tenure of AMC, some of the hardware items may

attain “end of life”. The vendor will be required to notify to the Bank list of such assets minimum one year before discontinuation of such assets from maintenance, to enable Bank procure replacement hardware. Maintenance charges will not be payable on such discontinued hardware, from date of discontinuation.

- xiii) Replacement of parts will be at the vendor’s cost with brand-new original spares of the brand / make / model of the UPS or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their premises and should provide replacement parts within a reasonable period and in no case more than 24 hours from call logging. **The maximum time for resolving down calls will be 24 hours. If the resolution is to take beyond above specified time limits, vendor is obliged to provide standby arrangement for the UPS till the unit is repaired. If the down calls are not resolved within the above time limit and in case standby is not provided, a penalty of Rs.250 per day per item will be levied, Rs.400 per day will be levied if not resolved within 48 hours & Rs.500 per day per item beyond 60 hours from the date of breakdown call.**
- xiv) In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work after accepting the contract, he will be liable to pay damages to the Bank including the expenses & charges, which the Bank have to pay for getting such work done.
- xv) The above act of abandonment of work would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited. In case the call / complaint is not resolved, the vendor will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis or as advised by the Bank from time to time. The details provided should include:
 - a) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
 - b) Nature of complaint.
 - c) Statistic on the response time / resolution time.
 - d) Monitoring / follow-up with the supplier service provider in case of equipment under warranty.
- xvi) A bank guarantee amounting to 10% of AMC value shall be submitted to the Bank for AMC tenure, once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee.
- xvii) The vendor would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial No. including the hardware movement information from one location to another. The vendor will be required to check and monitor the progress of next delivery and installation. The vendor would be required to maintain and submit to our office, on quarterly basis, location wise inventory list, duly updated with details of new installation if any and incorporating the hardware movement during the period under reference.
- xviii) The vendor should not violate IPR during the entire process of maintenance, including procurement, installation, removal/disposal of the systems and parts thereof along with all associated software, if any.
- xix) If Bank desires to shift the EQUIPMENT to a new site and install it there at urgently, THE VENDOR shall be informed the same immediately. Bank

shall bear transportation charges for such shifting and THE VENDOR shall provide necessary assistance to Bank in doing so. Charges for dismantling /re-installation will not be payable in such case.

Disclaimer:

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

Contact Officer of the Bank:

Mr. S C Mohapatra,
Chief Manager- BSD
Mob No. 7381000132

ANNEXURE-A**TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES, OFFICES OF BHUBANESWAR REGIONAL OFFICE, CENTRAL BANK OF INDIA.**

Sr. No.	Item	Estimated Quantity	Rate per unit excluding GST	Total Cost of AMC
1.	UPS multiple make (3 KVA)	59		
2.	UPS multiple make (5 KVA)	06		
3.	UPS multiple make (6 KVA)	06		
4.	UPS multiple make (10 KVA)	03		
5.	Any other Cost (Please enumerate)			
	TOTAL	74		

- The quantity mentioned above is estimated and not actual quantity. Quantity may vary. AMC payment will be made on agreed item-wise per piece basis.
- Before entering into agreement, physical asset verification to be done by the vendor at their own cost. Actual number of UPS present at Branch will be taken into consideration.
- Price quoted is exclusive of GST. GST will be paid additionally on actual. Payment will be made against invoice, after deducting applicable TDS.
- Asset tagging with laminated Company sticker bearing contact No. & mail ID to be undertaken for identifying the assets under AMC.

Place:
Date:

Signature of Proprietor/
Partner/Director with seal

ANNEXURE B

INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT OF UPS AT VARIOUS BRANCHES AND OFFICES OF BHUBANESWAR REGIONAL OFFICE, CENTRAL BANK OF INDIA.

1. NAME OF THE BIDDER ORGANISATION/FIRM:
2. ADDRESS (attach copy of electric bill/municipal tax receipt):
3. YEAR OF ESTABLISHMENT:
4. STATUS OF THE FIRM/ORGANISATION (Whether company/registered firm/ unregistered firm/ proprietorship):
5. NAMES OF DIRECTORS/PARTNERS/PROPRIETOR:

NAME	PROPRIETOR/ PARTNER/ DIRECTOR	ADDRESS	PAN NO	PHONE LANDLINE	PH/ MOB NO
1.					
2.					
3.					
4.					
5.					

6. Whether registered with Registrar of Companies/ Registrar: of Firms. If so, mention registration number and date.
(Enclose supporting document)
7. Permanent Account No. PAN/TAN of Company :
8. GSTIN No of Company :
9. If you are registered/empanelled/approved with any other organization/Banks etc, furnish the details :

10. Detailed description of AMC works undertaken In last 3 years :

Name of Institution	Currency of AMC	Value of AMC	Any other details

(Please submit certificates/proof)

11. Furnish the names of the organization & the responsible Representatives who will be in position to certify about the quality/past performance of services:

12. Particulars of Engineers, Technical qualified employees Employed by the firm :

Name	Designation	Qualification	Experience	Mobile Number	District	Any other information

13. Name of Branch/Representative/offices in Odisha :

Sr. No.	Address	Name of responsible person	Contact details phone/email id

14. ISO Certification Details :

15. Annual Turnover / Profit Details :
(Audited B/S and P/L statements to be enclosed)

16. Any other information to be disclosed :

Place:
Date:

Signature of Proprietor/
Partner/Director with seal

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

To:

Regional Head
Central Bank of India
Regional Office 108 B 1st Floor Unit 7 Surya Nagar
Bhubaneswar-751003 Odisha

Date:

Sir,

Re: Request for Proposal for Annual Maintenance Contract of UPS installed at various Branches and Offices under BHUBANESWAR Regional Office, Central Bank of India.

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

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

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

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

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

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

Dated this day of, 2022

(Signature with seal)(In the capacity of)
Duly authorized to sign Proposal for and on behalf of

NON-DISCLOSURE UNDERTAKING

To:

Regional Head
Central Bank of India
Regional Office 108 B 1st Floor, Unit 7 Surya Nagar
Bhubaneswar-751003 Odisha

Sir,

We _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to Central Bank of India, having its Regional Office at 108 B 1st Floor Unit 7 Suryanagar, Bhubaneswar-751003, hereinafter referred to as the BANK and, WHEREAS, the COMPANY understands that the information regarding the Bank's UPS systems shared by the BANK in their Request for Proposal is confidential and / or proprietary to the BANK, and

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

The COMPANY undertakes to abide by the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property / information;

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

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

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

Place :

Authorised Signatory

Date :

Name:

Designation:

Office Seal:

Annexure E

AGREEMENT FOR MAINTENANCE OF UN-INTERRUPTIBLE POWERSUPPLY SYSTEMS.

THIS AGREEMENT made _____ day of _____ 2022 BETWEEN CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression shall include its successors and assigns and

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

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

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

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

1. COMMENCEMENT AND TERM:

1.1 This agreement is effective and valid for the period of three years from _____.

1.2 Upon termination as provided under clause 11 hereinafter or after expiration of this agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for the purpose of execution of this agreement. In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

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

2. CHARGES:

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

2.2 THE VENDOR shall submit to the Bank their invoice(s) for payments due in

accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.

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

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

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

3. REPAIR AND MAINTENANCE SERVICE:

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

- a) THE VENDOR shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts including all transformers, circuit cards, cooling fans, wires and cables. If the situation so warrants, the vendor may have to attend to the calls beyond Bank's normal local working hours i.e. from 9.00 a.m. to 7.00 p.m. (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE VENDOR shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.
- b) THE VENDOR agrees to make such changes/updation to the equipment from time to time so as to suit Bank's requirement of running business.
- c) THE VENDOR agrees that maintenance service provided outside the hours specified in 3.1 (a) above will not attract any additional payment to be made by the Bank.
- d) THE VENDOR shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (c) above.
- e) THE VENDOR shall ensure that faults and failures intimated by Bank as above are addressed within 4 hours of being informed of the same (excluding actual travel time from District Headquarters).
- f) THE VENDOR will accomplish preventive and breakdown maintenance activities to ensure that all UPS systems execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked-out on quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the VENDOR shall immediately provide a standby unit at its own cost. In no case, a call should

remain unattended for 24 hours. The maximum time for resolving down calls will be 24 hours. If the resolution is to take beyond above specified time limits, vendor is obliged to provide standby arrangement for the UPS till the unit is repaired. If the down calls are not resolved within the above time limit and in case standby is not provided, a penalty of Rs. 250 per day per item will be levied, Rs.400 per day will be levied if not resolved within 48 hours & Rs.500 per day per item beyond 60 hours from the date of breakdown call.

- g) THE VENDOR understands the exigency of nature of business of the Bank and therefore agrees to provide team of six service personnel as under:
 - i. Four Service Engineers for equipment.
 - ii. One call-coordinator at vendor's site to plan and direct the Service Engineers' work-force to various jobs. He will register, assign, track and monitor all calls of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit. A copy of call-coordinator's register will be submitted to the Bank quarterly.
 - iii. The Team as above will be available to the Bank from 9 AM to 7 PM on weekdays and Saturdays (other than bank holidays). The engineers may also have to work on holidays and after office hours, if necessary as per 3.1 (a) above.
 - iv. The engineers will be equipped with mobile phones at the Vendor's cost for quick communication; numbers should be shared with the Bank.
 - v. If any engineer is given leave by the Vendor, a suitable replacement will be provided, under prior advice to the Bank.
- h) THE VENDOR shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 98%.
- i) Preventive Maintenance: THE VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require THE VENDOR to adjourn preventive Maintenance from any scheduled time to a mutually agreed date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by THE VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to the Bank.
- k) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- l) The Bank shall maintain a register at its site in which, the Bank' operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by

the VENDOR shall become the property of THE VENDOR; and the parts replacing the withdrawn parts shall become the property of Bank.

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

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

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

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

4. FORCE MAJEURE:

4.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned event shall preclude THE VENDOR from meeting any or all of its obligations hereunder, for a period of more than 3 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 3 months' notice.

5. SUBCONTRACTING:

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

6. EQUIPMENT ATTACHMENTS:

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

maintenance service.

7. SECURITY:

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

8. CONFIDENTIALITY:

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

8.2 THE VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement are fully satisfied.

9. LIABILITY AND INDEMNITIES:

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

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

10. BUSINESS TERMINATION:

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

11. TERMINATION OF THIS AGREEMENT:

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

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

12. ARBITRATION:

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

13. GENERAL:

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

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

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

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

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

Seal of the Vendor affixed in the presence of (Director)

(Director) of the vendor company (in accordance with the Articles of Association of the Company)
(Authorised signatory)

Bank by its representative:
(Authorised signatory)
Schedule

EARNEST MONEY DEPOSIT

To:

Regional Head
Central Bank of India
Regional Office 108 B 1st Floor Unit 7 Surya Nagar
Bhubaneswar-751003 Odisha

Please find enclosed Bank Draft / Pay Order for Rs.5,000/- (Rupees Five Thousand only) towards Earnest Money Deposit for participation in tendering process (Maintenance of UPS). In case our Bid is unsuccessful, kindly return the EMD to us without interest at below mentioned address.

DD/PAY ORDER NO:

DATE OF DD :

ISSUING BANK & BRANCH :

AMOUNT :

FAVOURING :

(Authorized signatory)

Name

Seal of the Company/firm

TENDERER'S NAME AND ADDRESS :

NAME:_____

ADDRESS_____

TEL.NOs.:_____

E-mail : _____