

BRIEF PROJECT REQUIREMENT

Bank of Baroda (Uganda) Limited invites sealed Technical & Commercial quotes for following:

Requirements:		
No.	Description	Qty
1.	New 30KVA APC UPS - 3 phase in & 3ph out: (supply, Implementation and Maintenance for 5 years) <ul style="list-style-type: none"> • Specification for UPS is attached. • EOL/EOS should not be before 5years from date of installation. 	1
2.	Buyback of Existing 30KVA APC UPS: <ul style="list-style-type: none"> • Presently a 30 KVA UPS of Galaxy 300 make is available which can be given in buy back after replacement is done by aforesaid new UPS on as is where is basis. 	1

TENDER DELIVERY DETAILS

The vendors are requested to address and submit their proposal to:

Executive Director,
Head Office, Bank of Baroda (U) Ltd.,
18 Baroda House,
Kampala Road, Kampala

Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	30 th March 2023
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Subhapatik Pradhan, In-Charge (IT) 2. Email: IT.UGANDA@bankofbaroda.com 3. Contact No. +256 707688796
3	Last Date of Submission of RFP Response (Closing Date)	5 PM on 10 th April 2023

SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in **two separate envelopes for technical and commercial bid**:

a) Undertaking Letter from Principal Vendor / OEM – A letter of undertaking from the vendor on the following points:

- I) Agreeing to all terms & conditions as detailed in the tender.
- II) The organization is in the business of UPS at least for a period of last 3 years.
- III) The model offered meets all the technical specification requirements requested.
- IV) Sufficient quantity of spares will be kept as stock during the Warranty / AMC period at the Vendor's side.
- V) Any technical problem would be resolved within 24 hrs of call reported (including time for procuring spare parts) and having technically qualified engineers to service.
- VI) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.

b) Undertaking Letter from OEM – A letter of undertaking from the vendor on the following points:

- I) If submitting tender as a partner - letter of authorization from the principal vendor or OEM.
- II) If submitting tender as a partner - Under taking from OEM to support the product in Warranty as well as in AMC period if bidder/vendor's integrator fails to do so.

EVALUATION METHODOLOGY

Bank will open the commercials of only those vendors who have submitted valid Undertaking Letters as mentioned in “**Point: SUBMISSION DETAILS**”. The vendor quoting the lowest commercial shall qualify as the L1/successful vendor/bidder. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

OTHER TERMS AND CONDITIONS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard. The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time.

Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

Following conditions will apply on bidder.

1. The bidder in its own capacity without any joint venture / consortium / subcontracting arrangement should have Experience in implementation and Support of Infrastructure sites in Uganda (Minimum Three active sites) with customer and contact details in the last 3 years. The contracts must be active until validity of the bid submission. This must be supported by recommendation letters from all the entities.
2. The bidder in its own capacity without any joint venture / consortium / subcontracting arrangement should be a direct authorized partner of the manufacturers proposed for all components in the solution stack. Bidder to submit OEM's letter of authorization for supply and support.
3. The bidder in its own capacity without any joint venture / consortium / subcontracting arrangement should have OEM Certified professional Engineers in Uganda. Please submit CV along with certificates, national card / work permit.
4. The bidder in its own capacity without any joint venture / consortium / subcontracting arrangement must have successful & verifiable track record of at least one (supply & implementation) banking Infrastructure in Uganda.
5. The bidder in its own capacity should be a registered business entity for in Uganda in similar trade.
6. Average Annual turnover must not be less than USD 400,000 or equivalent per year in the last 3 years with a sustained positive net operating cash flow. The company will be required to present its certified cash flow statements / balance sheet for two years. Company should be in profit for the last three years.
7. Bidder to submit latest Tax clearance certificate from URA.
8. Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group or promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.

DELIVERY TIMELINES

Delivery should be within 8 weeks from the date of purchase order at our Kampala HO office.

WARRANTY

The product supplied should be with 1 years warranty and 4 Years Comprehensive AMC from the date of invoice. The Vendor will enter into an AMC agreement with the bank **at the discretion of the Bank**, after

the expiry of warranty period to support the Hardware & Software supplied for a minimum period of -4- (four) years at the rate quoted in “Commercial Bid”.

One year comprehensive warranty from date of installation. And bidder to provide onsite maintenance, trouble shooting support 24 x 7 during warranty period upto unlimited number of calls. Same will be applicable to Comprehensive AMC period as well.

All equipments supplied to be registered with manufacturer for future warranty / AMC support.

Installation: Head Office at Baroda House, Kampala

Payment : 90% on delivery, installation of equipments. Balance 10% on end of warranty+AMC period or against submission of performance Bank guarantee.

Payment for AMC: Quarterly on submission of Invoice with quarterly preventive maintenance report.

Performance Bank Guarantee : Performance Bank Guarantee 10% of UPS cost.

Earnest Money : USD 1000 by Banker’s Cheque, Demand Draft or bid security valid for 6 months.

Earnest money will be forfeited if:

- i) The bidder withdraws his tender before processing of same.
- ii) The bidder withdraws his tender after processing but before issue of purchase order.
- iii) The selected bidder withdraws his tender before furnishing Bank Guarantee as required in the tender.
- iv) The bidder violates any of the provisions of terms and conditions of tender.

Refund of Earnest Money:

For unsuccessful bidders earnest Money will be refunded within 15 days of opening of commercial bids.

To successful bidder, Earnest Money will be refunded on submission of performance bank guarantee.

Scope of work:

Sr No	Activity	Responsibility
1	Cabling between devices for said installation	Vendor
2	Mounting of UPS and removing old UPS	Vendor
3	Transportation, Installation and configuration of UPS	Vendor
4	Documentation of setup	Vendor

Bank reserve the right to rejection of Bids without assigning any reason.

Bank reserve the right to recall the whole process without giving any reason.

UPTIME GUARANTEE

Vendor will have to guarantee a minimum uptime of 99%, calculated on a monthly basis.

Uptime percentage - 100% less Downtime Percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Unavailable Time - Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

If Vendor fails to meet the uptime guarantee in any quarter then the Vendor will have to pay 1% of cost of the hardware as damages for every 1% downtime than the agreed 99% to a maximum of 10% damages during the Warranty / AMC period OR the warranty / AMC period will have to be extended by one month. The Vendor should immediately provide Bank with an equivalent standby system in case of failures.

SUPPORT SERVICES

Support services should include the following:

- a. OEM / Partner has to provide Support (24x7) for the 1 years warranty and 4 years AMC period.
- b. OEM / Partner has to provide Patches / Updates / Upgrades / Bug Fixes during the 1 years warranty and 4 years AMC period.
- c. OEM / Partner has to provide Patches / Updates / Upgrades / Bug Fixes during the 1 years warranty and 4 years AMC period.

CONSUMABLES:

UPS Batteries will be considered as consumables.

CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BANK. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BANK. Further, BANK shall have right to regulate vendor staff.

INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

Commercial Bid Format:

Commercial Bid							
Sr. No	Item name	Quantity	Unit Price with 1 Years Warranty	Amount	AMC (%) per Annum	AMC Amount (for 4 Years)	Total Amount
1	APC UPS- 30 KVA - 3ph in and & 3ph out	1					
2	Existing APC UPS buyback	1	Nil		Nil	Nil	
Total cost of ownership for 5 years (TCO)							
Note:							
a) All the commercial value should be quoted in UGX							
b) The price should be inclusive of all costs							
c) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.							
d) The above price should include supply, installation, integration and maintenance for 5 years							
e) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.							
f) The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 7% per annum.							
Place:							
Date:				Seal & Signature of the bidder			

Technical Specifications for UPS:

SI No	Specification	Requirement	Compliance (Yes/No)
1	Ratings (kVA/Watts)	30KVA smart online	
2	Nominal input voltage	3ph in and 3 ph out, 220-240v	
3	Operating frequency	50/60 Hz (45 to 65 Hz)	
4	Nominal output voltage	1ph+N+PE 220-240v	
5	Battery Run Times (in minutes)	20 Minutes	
6	Battery type	maintenance-free	
7	Battery replacement	Hot-replaceable	
8	Diagnostics	Full system self-test at startup	
9	UPS bypass	Automatic on overload or UPS failure	
10	Type	Tower	
11	Audible alarms, Display	Yes	
12	Quality	ISO 9001: 2000	

Bid Security Letter

1. WHEREAS, (hereinafter referred to as "Vendor") has submitted its proposal and response dated.....(hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda (U) Ltd.
2. We having our registered office at(hereinafter called the 'VENDOR') are offering security deposit of .
_____-/- (_____ only) vide [Bankers cheque / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda (U) Ltd for consideration of the Bid of the above mentioned Vendor.
3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:
 - a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or
 - b) Having been notified of the acceptance of its Bid by Bank of Baroda (U) Ltd during the period of validity: -
 - i. Fails or refuses to execute the contract form if required; or
 - ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

Bank of Baroda (U) Ltd has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.
4. The Bid Security shall be returned to unsuccessful Vendors within thirty (15) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.
5. The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda (U) Ltd in accordance with the foregoing conditions.
6. The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

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

Place:

Date:

Seal and signature of the Vendor

Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To
Managing Director,
Bank of Baroda (U) Ltd,
Baroda House
Kampala road, Kampala

WHEREAS _____ (hereinafter called "the Vendor") has submitted its bid dated _____ (date of submission of bid) for providing in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda (U) Ltd.

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (U) Ltd (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to . _____ /- (_____ only).

Place :

SEAL

Code No.

SIGNATURE.

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
Managing Director,
Bank of Baroda (U) Ltd,
Baroda House
Kampala road, Kampala

WHEREAS M/S (Name of Vendor) a Company registered and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (U) Ltd (BANK OF BARODA (U) LTD) vide their Purchase Order no. dated (herein after referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Bank in Uganda in your favour for/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE,, a body corporate in terms of the Banking Companies having its Office at and a branch inter alia at Uganda have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) through our local office at Uganda furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of USD.-(USD only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of USD.....-(USD only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda (U) Ltd shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of USD./-(USD..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
- a) our liability under this Guarantee shall not exceed/- (.....only)
- b) this Bank Guarantee shall be valid and remain in force upto and including the date and
- c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager
Seal and Address