

Ref.No.BOI: CZO: IT: 2020-21: CHW-AMC: 001

Date: 30-07-2020

**NOTICE INVITING TENDER**

***Subject: Comprehensive On-site Maintenance Contract for maintenance of Computer Hardware & Peripherals installed at various Branches/Administrative offices in Chennai Zone for 1 Year***

Tender Reference	BOI: CZO:IT: 2020-21:CHW-AMC:001
Bid security	Rs.50,000/-
Scope of work	Annual Maintenance Contract for Maintenance of Computer Hardware & Peripherals which includes Periodic & Preventive Maintenance Services on Quarterly Basis
Tender Document Fees	Rs.2500 (Rupees Two Thousands Five Hundred Only) DD to be drawn in favouring Bank Of India, Zonal Office, Chennai payable at Chennai towards Tender Document Cost as well as Participation fees which is non-refundable irrespective of whether the tender is accepted and contract is awarded or not.
Date of Commencement of BID Document in our Website	31.07.2020
Last Date and Time for receipt of tender	14.08.2020 up to 11.00 AM
Date and time of opening of Technical bids	14.08.2020 at 11.30 AM
Date and time of opening of Commercial bids	14.08.2020 at 12.00 Noon
Contact Person	Mr.P.Shanmugasundaram (044-66777513, 9952158500) Mr.Srikanth Kotla (044-66777513, 7358227912)
Technical Bid to be submitted	As per Annexure A
Information of Company / Firm to be submitted	As per Annexure B
Commercial Bid to be submitted	As per Annexure C
The Details of Computers, Passbook Kiosks, and Peripherals	As per Annexure D
Non-Disclosure Agreement	As per Annexure E
AMC Agreement Proforma	As per Annexure F
Unconditional Acceptance Of The Terms & Conditions Of The RFP	As per Annexure G
Bid Security Form	As per Annexure H
Performance Security	As per Annexure I

## Disclaimer

The information contained in this Request for Proposal (**RFP**) document or information provided subsequently to Bidder(s) or applicants, whether verbally or in documentary form by or on behalf of Bank of India, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer by Bank of India. This RFP is to invite proposals from applicants, who are qualified to submit the Bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct his/her own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. Bank of India reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. Such change will be intimated to all Bidders. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by Bank of India.

Bank of India may in its absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this RFP.

Bank of India reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank of India shall be final, conclusive and binding on all the parties.

### **Note:**

1. This tender document is the sole property of Bank of India and it is not transferable.
2. This bid document has 28 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received /opened on the next Working day up to the appointed time/at the same time specified above.

Dear Sirs,

**Subject: Comprehensive Onsite Annual Maintenance Contract for maintenance of Computer Hardware & Peripherals, Passbook Printing Kiosks, Software Support, at Chennai Zonal Office and its offices and branches in Chennai Zone.**

### **Calling for Sealed Bids**

1. Sealed Bids are invited from reputed companies / Firms for Comprehensive On-Site Maintenance of Computer Systems including PCs, Laptops, Printers, Thin Clients, Scanners etc and other peripherals installed at various Branches/offices of Bank Of India situated in the State of Tamilnadu and Pondicherry.

**The Details of systems is given in Annexure 'D'.**

### **INSTRUCTION TO BIDDERS (ITB)**

#### **(i) Language of Bid**

The Bid prepared by Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and Bank of India shall be in English only.

#### **(ii) Clarifications On Bid Document/RFP**

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to Bank of India for necessary clarifications within the specified time. Points raised in pre-bid meeting requiring clarifications shall also be dealt with similarly. Bank of India's decision in this regard shall be final, conclusive and binding on all the bidders or offers.

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

The Firms / Companies fulfilling the following Terms and Conditions may submit their bids super-scribed as "**Quotation for Comprehensive AMC of Computer Hardware & Peripherals**" addressed to The Zonal Manager, Bank of India, Information Technology Department, 2<sup>nd</sup> Floor, 17, Errabalu Street, Chennai 600001.

2 (a). The eligible bidder should have service centres in the State of Tamilnadu at strategic centres including Chennai. The bidder should have an average annual turnover of Rs.10 crores or above from Sales / Services / Maintenance of Computer Hardware and Peripherals in the last three years. Information / Undertakings should be submitted as per the Annexure A, B,C, D, E, G, H and I.

2 (b). The bidder should be a profit making or positive net worth company/firm during the last 3 financial years.

2 (c). The Firms / Companies should have at least 3 years' experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions handling over 1000 Computers / Peripherals. Reference letter from such clients (at least two) regarding services provided by the bidder. If the bidder did AMC in Bank Of India Chennai Zone earlier then reference PO letter and satisfactory letter from Chennai Zonal Office-IT department is mandatory.

2 (d). It should have been registered with Chennai Sales Tax Department for Work Contract Tax / VAT. **Copies of their PAN, GST No registration certificate to be enclosed and it is mandatory.**

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

2 (f). Bidder/SI is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/FI. A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.

2 (g). The bidder should submit a certificate in support of ISO 9001:2015, ISO/IEC20000-1:2011, ISO27001:2013 in support of Certification of the Services.

2 (h). The bidder must have a permanent office in Chennai.

2 (i). The Firms / Company will have to provide a list of engineers who will perform the job along with their resume and qualifications once they are selected.

2 (j). Bidder/SI has not violated any intellectual property Rights. A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.

2 (k). The company should have Pan-India presence.

### 3. Submission of Bids

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

The bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of a demand Draft or payslip in favor of Bank Of India, Payable at Chennai. Such Draft or Payslip should be in separate third cover marked as **'EARNEST MONEY DEPOSIT'**. Tenders not accompanied by EMD in appropriate form will be summarily rejected.

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

3 (b). The **COMMERCIAL BID** should contain the rate against each item separately.

**3 (c). 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 terms may lead to the bid being disqualified.**

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

3 (e). The sealed tenders must be submitted by **14.08.2020 by 11.00 AM.**

#### 4. Opening of Commercial Bids

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

4 (b). After opening of commercial bids and declaring the prices, the Bank will evaluate and compare the commercial bids.

4 (c). 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. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. **If there is a discrepancy between words and figures, the amount in words will prevail.**

#### 5. Other Terms and Conditions

5 (a). The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all plastic materials, in case of CPU, without any extra payment. **In case of printers all the components including plastic parts, printer head, logic card, logic board, hammer bank, sprocket, hub kit, cover assembly, etc., are to be covered under the scope of AMC Coverage.**

5 (b). **The contract will be effective for a period of one year from the date of awarding contract.** The vendor will have to enter into necessary contract with the bank. The format of Annual Maintenance Contract is as per **Annexure F**. The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

5 (c). The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his or his employee's part.

5 (d). The vendor should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of computers and peripherals of various brands / make.

5 (e). One resident engineer and one team leader should be provided by the bidder. These resident engineer and team leader will be placed at Chennai Zonal Office. Resident Engineer and Team Leader should be equipped with vehicle (two wheelers) at vendor's cost for quick communication. Firm/Company should have field engineers at Ariyalur, Chennai, Cuddalore, Kancheepuram, Nagapattinam, Perambalur, Tiruvannamalai, Tiruvarur, Tiruvallur, Thanjavur, Vellore and Villupuram districts. Firm/Company should also have Field Engineers at Puducherry Union Territory.

5 (f). The engineer should have a minimum qualification of having passed Diploma exam of any Board/University and have a certificate of having successfully completed a course in Hardware and Networking.

5 (g). The engineer shouldn't insist the branches to help them (vendors) to solve the problem remotely only as the branches do not have the time and expertise to follow the instructions of the vendor engineers on telephone. **Vendor should always endeavour to attend the call by personal visit only.** Intimating the vendor's engineer and/or personnel about the hardware problems shall also be treated as registration of complaint.



It will be the duty of the Team Leader as well as the vendor company/firm to ensure that all calls are closed within the specified time limit.

5 (h). The vendor is required to carry out Periodic Preventive Maintenance activities on all the equipment under AMC every quarter. This includes periodic cleaning and replacement of parts that are subject to wear and tear, without any cost to the bank including plastic parts. During this time, the AMC vendor may send helpers to clean-up the computers & related peripherals such as keyboard, mouse etc. No extra amount is payable for any such work conducted by the vendors.

5 (i). The Call should be attended within 24 hours from date of call lodgement for local calls (wherever resident engineers are available) and within 48 hours from date of call lodgement for outstation. The maximum time for resolving down calls will be 48 hours from date of call lodgement (two working days) for local calls and 72 hours from date of call lodgement (three working days) for outstation. And in case of replacement of required hardware parts should be done within 72 hours from date of call lodgement for local calls and 96 hours from date of call lodgement for outstation calls. The local call refers to the place where resident service engineers are placed and branches covered in local place within 50 KM radius in all directions. If the resolution is beyond above specified time limit, vendor had to provide standby arrangement for the computer / peripheral till the unit is repaired failing which penalty will be imposed as per the penalty clause in the RFP.

5 (j). It shall be the responsibility of the vendor to make all the computers and peripherals 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.

5 (k). The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office etc., installation / Installation and updation of antivirus software, installation and configuration of peripherals like printers, modems etc. as required by the Bank from time to time. The Bank will provide all the required software. The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches, data recovery, preemptive action against virus detection / removal, configuration of internet / e-mail, configuring applications (client / server), connectivity between computers / laptops, I-Pads, Blackberry and Peripherals like Printers, Scanners, Modems and Multi-Media projectors for presentations.

5 (l). The vendor would also be required to install and update Bank's licensed version of antivirus and other authorized software like Barcode Installation, Rajbhasha Unicode, digital pension, EKYC and outlook-MMS, CERSAI, PBK Software, CTS Software and any other software wherever and whenever required and should be able to configure the Hardware (PCs/Thin Clients etc.) accordingly. Also the vendor is required to configure/convert all the systems to domain (Active Directory) whenever the operating system is reinstalled in the machine.

5 (m). While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement of the respective Bank hardware i.e. standby hardware should be provided immediately without extra cost to Bank.

5 (n). Replacement of parts will be at the vendor's cost with original spares of the brand / make / model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at our office & at their office and should provide replacement parts including Motherboard, Hard Disks, Processors, SMPS, DVD-Drives, RAM, Keyboard, Mouse, Power Supplies, Monitors etc. within a reasonable period and in

no case more than 48 hours. A minimum of 10 PCs, 10 passbook printers and 10 laser printers of latest configuration will have to be provided by the vendor to facilitate temporary replacement immediately after finalization of the contract.

5 (o). Bank may decide and reserves the right to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, other peripherals during the AMC period will be calculated on pro-rata basis. No advance payment of AMC charges will be made in any case. The payment will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches / departments. Also, submission of Inventory report of Spares duly signed & checked by Bank Managers/Officer-in-charge.

**5 (p). Bank reserves the right to get any hardware repaired by any third party vendor in case the vendor is not able to give immediate service as per the requirement of the Bank. Even after this, the vendor has to give continued services. At its discretion, the Bank can recover such expenses incurred, towards repairing of Hardware from other parties in case of emergency and necessity and when the vendor's service are not prompt, from the AMC amount.**

5 (q). In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work after accepting the contract, he will be liable to pay damages to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.

5 (r). The above act of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited. No interest or compensation is payable to the vendor on the Earnest Money Deposit amount or any other amount held by the Bank for any period of time.

5 (s). A bank guarantee amounting to 10% of AMC value for 12 months shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee. Bank Guarantee shall be invoked by the Bank in case of non-performance of any of the terms of RFP/Contract.

5 (t). In case of equipment's that are not under AMC, but are under warranty / services of some other vendor, the vendor would be required to perform the initial scrutiny / diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other vendor/s.

5 (u). 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. 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 supplied service provider in case of equipment under warranty.

5 (v). 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.

5 (w). 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.

5 (x). The vendor may be required to regularly update the antivirus software on all the PCs and perform regular scans and remove the virus in case detected.

5 (y). The vendors shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and Other Laws prevailing in the country.

## 6. Payment Terms:

Payment shall be released on quarterly basis after successful completion of respective quarter subject to the submission of the following by the vendor:

6 (a). Invoice mentioning the Quarter and separately mentioning the items by Branch, Name, Rate, Quantity, Unit Rate and Total Amount.

6 (b). Quarterly Preventive Maintenance Reports and Service Reports with the sign and stamp of branch officer/head after rendering satisfactory services during the quarter by the vendor.

5 (c). There should be no complaint pending for the claim period at the time of quarterly claim submission by the vendor.

6 (d). Advance payment cannot be made in any case whatsoever.

## 7. Penalty:

7 (a). In case of delay in resolution of the calls logged without replacement of hardware/spares is beyond 48 hours from date of call lodgement for local (local refers to the place Wherever Resident Engineers are present and within 50 km radius in all directions) and 72 hours from date of call lodgement for out station. In case of delay in resolution of the calls logged for replacement of hardware is beyond 72 hours for local and 96 hours for outstation, the following Penalty clause will be applied.

Passbook Printing Kiosk	Rs.400/- per machine/per day
PC/Desktop/Laptop	Rs.300/- per machine/per day
Other Printers/Scanners/Others	Rs.200/- per machine/per day

7 (b). In the event of leave/absence of the Engineer posted at our site, the vendor should arrange for suitable replacement on the same day latest by 10 a.m. In case, the vendor fails to do so, a penalty of Rs.500/- per engineer, per day would be levied to the vendor.

## 8. Information Security:

8 (a). The Contractor and its personnel shall not carry any written material, layout, diagrams floppy diskettes, hard disk, storage tapes or any other media out of Bank of India's/Purchaser's premises without written permission from Bank of India/ the Purchaser.



8 (b). The Contractor/ personnel shall follow Bank of India's/ the Purchaser's information security policy and instructions in this behalf.

8 (c). Contractor/ shall, upon termination of the Contract/Agreement for any reason, or upon demand by Bank of India/ Purchaser, whichever is earliest, return any and all information provided to Contractor/ by Bank of India/the Purchaser, including any copies or reproductions, both hardcopy and electronic.

#### **9. Delay in the Vendor's/Bidder's Performance:**

9 (a). Performance of the Contract shall be made by the Contractor in accordance with the time schedule specified by Bank of India

9 (b). A delay by the Contractor in the performance of its Contract obligations shall render the Contractor liable to any or all the following sanctions:

- i. Invocation of its performance guarantee
- ii. Imposition of liquidated damages, and/or
- iii. Termination of the Contract for default

9 (c). If at any time during performance of the Contract, the Contractor encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Contractor shall promptly notify Bank of India in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Contractor's notice, Bank of India shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

#### **10. Termination:**

Bank / the Purchaser, reserves the right to terminate the Contract/Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and written notice of 30 days indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances:

10 (a) Where it comes to Bank's the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of Bank / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement.

10 (b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor.

10 (c) In the event of the happening of any events of the above nature, Bank the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity.

10 (d) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.

10 (e) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

10 (f) If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition.

10 (g) Bidder failing to execute the contract document.

**In addition to the cancellation of purchase order under above circumstances, the Bank reserves the right to foreclose the Bank Guarantee / EMD given by the vendor against the payment made to appropriate the damages.**

## **11. Termination for Insolvency:**

Bank, the Purchaser may at any time terminate the Contract / Agreement by giving written notice of 07 days to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser.

## **12. Pre-Bid Meeting**

Queries received till the time as specified in this RFP will be addressed during Pre-Bid Meeting on 06.08.2020.

## **13. Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP, one day in advance before the pre-bid meeting date.

## **14. Prices and Taxes**

14(a) Prices payable to the bidder/Sl as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

14(b) The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual basis upon production of original receipts.

14(c) Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning. Payment of Octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

14(d) Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations

applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes in the Contract price.

14(e) Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

14(f) The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

14(g) The Bidder agrees that he shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

14(h) Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

14(i) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

14(j) The cost must be indicated as Fixed Price in Indian Rupees only.

## **15. Bidder's Integrity**

The bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

## **16. Bidder's obligations**

16(a) The bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

16(b) The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

16(c) The bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

16(d) The bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

## 17. Violation of Terms

Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of the amounts due under this contract and related costs and a right for damages.

## 18. Awarding of Contract

17 (a) Contract/PO will be awarded to the successful Bidder for the products/items to be procured by the Bank, which may not include all the products/items which is being quoted by the Bidder. Bank may issue multiple PO

17 (b) Within seven (7) days of the issuance of Purchase Order and acceptance thereof, successful bidder has to submit Contract Form to the Bank duly dated and signed by the authorized signatory.

17 (c) In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder

17 (d) No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## 19. Governing Language

The governing language shall be English.

## 20. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

Yours Faithfully

-SD-  
(R.Sridhar)  
Deputy Zonal Manager

**TECHNICAL PROPOSAL FORM (to be included in Technical Bid Envelope)**

Date:

To:  
The Zonal Manager,  
Bank of India,  
Information Technology Department,  
17 Errabalu Street,  
Chennai- 600001

Gentlemen,

**Re: Proposal for Annual Maintenance Contract of Computer hardware and Peripherals installed at various Branches/Administrative Office in Chennai Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Annual Maintenance Contract of Computer hardware and Peripherals installed at various Branches/Administrative Office in Chennai Zone.

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

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

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

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

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

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

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_



**VENDOR PROFILE (to be included in Technical Bid Envelope)**

1. Name of the Organisation/Firm
2. Address
3. Year of Establishment
4. Status of the Firm  
(Whether company/firm/proprietor)
5. Name of Director/Partner/Proprietor
  - 1.
  - 2.
  - 3.
  - 4.
6. Whether registered with Registrar of Companies/  
Registrar of Firms. If so, mention number and date.
7. a) Name and Address of Bankers:  
b) Enclose Solvency Certificate from the Bankers:
8. Whether registered for Sales Tax purpose. If so,  
mention number and date
9. Mention permanent account Number.
10. If you are registered/empanelled/approved with any other organisation/Dept. Banks etc.  
Furnish their names, category and date of registration/empanelled.

Name of Organisation/ Dept/Banks	Nature of work for which empanelled	Empanelled during the year

11. Detailed description and value of AMC works done including for banks in the past at least during the last 3 years only **(Enclose certificates/proofs in support of your claim).**

Name of Institution	Type of Work Done	When done	Rs. Lacs
			Value of work done

12. Furnish the names of the organisation & the responsible representatives who will be in position to certify about the quality as well as past performance of your organisation.

Name of organisation	Name of the representatives

13. No. of Engineers, Technical Qualified Employee employed by the Firm:

Name	Designation	Qualification	Experience	Year with the Firm	Any other

14. Name of Branch/Representative offices in Chennai:

Sr. No.	Address	Name Of Responsible Person	Qualification of Responsible Person

15. Details of service centres in the state of TamilNadu and Puducherry:

Location	Address and Telephone No's of the service centre supporting the destinations in Col.1	Status of Office, Working Days and Hours	Number Of Service Engineers	Number of Administrative Staff	Value of Minimum Stock Of Spares available at all times
(Col.1)	(Col.2)	(Col.3)	(Col.4)	(Col.5)	(Col.6)

16. Turn Over for the last three years: (Furnish copies of documentary evidence)

Financial Year 2016-2017	Financial Year 2017-2018	Financial Year 2018-2019	Financial Year 2019-2020 (if accounting statement prepared and submitted)

Place:  
Date:

Signature of Proprietor/  
Partner/Director with Seal

**PRICE PROPOSAL FORM (to be included in Commercial Bid Envelope)**

Date:

To  
The Zonal Manager,  
Bank of India,  
Information Technology Department,  
17 Errabalu Street,  
Chennai- 600001

Gentlemen,

**Re: Proposal for Annual Maintenance Contract of Computer hardware and Peripherals installed at various Branches/Administrative Office in Chennai Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Annual Maintenance Contract, in conformity with the said Proposal documents for the sum of \_\_\_\_\_ (*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.

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

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

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

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

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

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

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

***Duly authorized to sign Proposal for and on behalf of***

**PRICE SCHEDULE (to be included in Commercial Bid Envelope)**

<b>Sr. No.</b>	<b>Items with brief details</b>	<b>Estimated Quantity</b>	<b>AMC Rate per Unit (inclusive of all Taxes)</b>	<b>Total Cost (inclusive of all Taxes)</b>
1)	PCs	1046		
2)	Desk Jet and LaserJet Printers	220		
3)	Dot Matrix Printers	59		
4)	Pass Book Printers	210		
5)	Scanners	97		
6)	Thin Clients	99		
7)	Cash Receipt Printers	73		
8)	Line Printers	43		
9)	Pass Book Kiosks	73		
	<b>TOTAL</b>	<b>1920</b>		

**MAKE AND MODEL OF THE HARDWARE AVAILABLE IN THE ZONE:**

<b>Description of Hardware</b>	<b>Make and Model</b>
Desktop Computers	Acer, AOC, Wipro, HP, Zenith, HCL, Zebronics
Passbook Printers	Epson, Olivetti, Lipi
Cash Receipt Printers ( 40 Column Dot Matrix)	TVS, WEP, Epson
Dot Matrix Printers (130 Column Dot Matrix)	Epson, TVS Electronics, WEP
High Speed Printers	Epson, LIPI, TVS
Line Printers	LIPI, Printronics, WEP
Flatbed Scanners	Bear paw, HP India, Epson
Officejet / LaserJet printers / Multi Function printers	Brother, Canon, HP, Panasonic, Samsung, Ricoh

**Note:**

1. The quantity mentioned above is estimated and not actual quantity. 10-15% quantity may vary.
2. Unit Price quoted should be inclusive of all costs, duties, levies, taxes, fees and all other applicable charges. No increase in price quoted irrespective of any reason (including exchange rate fluctuations) whatsoever may be, shall be admissible during the Price validity Period.
3. The above hardware's are situated in various districts of Tamilnadu and Puducherry.

**Districts to be covered:** - 1. Chennai 2. Ariyalur 3. Cuddalore , 4. Kancheepuram,5. Nagapattinam 6. Perambalur 7.Thanjavur 8.Tiruvallur 9. Tiruvannamalai 10 Tiruvarur,11.Vellore 12.Villupuram 13. Puducherry,etc

Authorised Signatory

Name:

Designation:

Office Seal:

**NON-DISCLOSURE AGREEMENT**

***WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to Bank of India, having its zonal office at 2<sup>nd</sup> Floor, Errabalu Street, Chennai 600001, hereinafter referred to as the BANK and,***

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

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

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

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorisation 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 to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

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

Authorised Signatory  
Name:  
Designation:  
Office Seal:

Place:

Date :



**AGREEMENT FOR MAINTENANCE OF COMPUTER  
AND OTHER ELECTRONIC EQUIPMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 2020 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "Bank") which expression/shall include its successors and assigns and

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

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

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the computer / electronic equipment (hereinafter called EQUIPMENT) listed in Annexure - A hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

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

**1. COMMENCEMENT AND TERM:**

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

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

2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT and TCC mentioned in the bid document. 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 our office, 'Satisfactory Service Reports & Preventive Maintenance Reports' from all the user branches/departments and no advance payment shall be made by the Bank.

2.4 The Bank may decide to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, other peripherals during the AMC period will be calculated on pro-rata basis.

2.5 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY 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 there upon 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 COMPANY 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 COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out of defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours i.e. from 09.00 a.m. to 7.00 p.m. on all working days (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, floppy disks, these will incur an additional charge.

b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank shall pay to THE COMPANY an additional charge calculated on the basis of the hourly rate for providing maintenance service to equipment similar to that covered by this Agreement, subject to such hourly rate being comparable or lesser than the rates on the equivalent terms offered by THE COMPANY to any of its customers at the material time.

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 24 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 48 days of being informed of the same.

e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for 98% of the time in every month.

f) THE COMPANY 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 90 days.

g) Preventive Maintenance: THE COMPANY shall, in addition to attending the complaint calls of the branches/offices, 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 COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

h) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.

i) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.

j) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Company'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 Company's engineer shall make, effect 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 COMPANY shall become the property of THE COMPANY; and the parts replacing the withdrawn parts shall become the property of Bank. The replaced parts should be equal or higher in quality than the replaced parts.

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

3.4 THE EQUIPMENT shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice to the COMPANY. However, if Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE COMPANY shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and THE COMPANY shall provide necessary assistance to Bank in doing so. This Agreement, after such shifting and reinstallation would continue to be binding on THE COMPANY and Bank provided that the two parties may agree to amend charges for the maintenance service after such an event. The COMPANY shall continue to provide services without any extra cost to the Bank.

3.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether expressed 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 COMPANY does not fulfil the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY 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.

3.7 The vendor would also be required to install and update Bank's licensed version of antivirus and other authorized software like Barcode Installation, Rajbhasha Unicode, digital pension, EKYC and outlook-MMS, CERSAI, PBK Software, CTS Software and any

other software wherever and whenever required and should be able to configure the Hardware (PCs/Thin Clients etc.) accordingly. Also the vendor is required to configure/convert all the systems to domain (Active Directory) whenever the operating system is reinstalled in the machine.

3.8 While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement of the respective hardware i.e. standby hardware should be provided immediately without extra cost to Bank.

3.9 Replacement of parts will be at the vendor's cost with original spares of the brand / make / model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at our office & at their office and should provide replacement parts including Motherboard, Hard Disks, Processors, SMPS, DVD-Drives, RAM, Keyboard, Mouse, Power Supplies, Monitors etc. within a reasonable period and in no case more than 48 hours. A minimum of 10 PCs, 10 passbook printers and 10 laser printers of latest configuration will have to be provided by the vendor to facilitate temporary replacement immediately after finalization of the contract.

5 (l).

3.10 Bank may decide and reserves the right to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, other peripherals during the AMC period will be calculated on pro-rata basis. No advance payment of AMC charges will be made in any case. The payment will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches / departments. Also, submission of Inventory report of Spares duly signed & checked by Bank Managers/Officer-in-charge.

**3.11. Bank reserves the right to get any hardware repaired by any third party vendor in case the vendor is not able to give immediate service as per the requirement of the Bank. Even after this, the vendor has to give continued services. At its discretion, the Bank can recover such expenses incurred, towards repairing of Hardware from other parties in case of emergency and necessity and when the vendor's service are not prompt, from the AMC amount.**

#### 4. PENALTY:

4.1 In case of delay in resolution of the calls logged without replacement of Hardware / spares is beyond 48 hours from date of call lodgement for local (local refers to the place Wherever Resident Engineers are present and within 50 km radius in all directions) and 72 hours from date of call lodgement for out station. In case of delay in resolution of the calls logged for replacement of hardware is beyond 72 hours for local and 96 hours for outstation, the following Penalty clause will be applied.

Passbook Printing Kiosk	Rs.400/- per machine/per day
PC/Desktop/Laptop	Rs.300/- per machine/per day
Other Printers/Scanners/Others	Rs.200/- per machine/per day

4.2 In the event of leave/absence of the Engineer posted at our site, the vendor should arrange for suitable replacement on the same day latest by 10 a.m. In case, the vendor fails to do so, a penalty of Rs.500/- per engineer, per day would be levied to the vendor.

#### 5. FORCE MAJEURE:

5.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether



happening in India or elsewhere) force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned event shall preclude THE COMPANY from meeting any or all of its obligations hereunder, for a period of more than 3 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 month's notice.

## **6. SUBCONTRACTING:**

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

## **7. EQUIPMENT ATTACHMENTS:**

7.1 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 COMPANY cost of performing repair and maintenance service.

## **8. SECURITY:**

8.1 THE COMPANY 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.

## **9. CONFIDENTIALITY:**

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

## **10. LIABILITY AND INDEMNITIES:**

10.1 THE COMPANY 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 property right of any other person or other entity. THE COMPANY 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.

10.2 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 Company who is/are deputed for any maintenance / service under this agreement either in the premises of the Bank or elsewhere.



## 11. BUSINESS TERMINATION:

11.1 Bank, the Purchaser reserves the right to terminate the Contract/Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and written notice of 30 days indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances:

(i) Where it comes to Bank's the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of Bank / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement.

(ii) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor.

(iii) In the event of the happening of any events of the above nature, Bank the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity.

(iv) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.

(v) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

(vi) If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition.

(vii) Bidder failing to execute the contract document.

**11.2 In addition to the cancellation of purchase order under above circumstances, the Bank reserves the right to foreclose the Bank Guarantee given by the vendor against the payment made to appropriate the damages.**

## 12. TERMINATION OF THIS AGREEMENT:

12.1 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 do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
- c) Under the provision of clause 2.4 of this Agreement.
- d) Under the provision of clause 4.1 and/or 10 of this Agreement.
- e) By giving one month's notice of such termination to the other by either of the parties to this Agreement.

### 13. ARBITRATION:

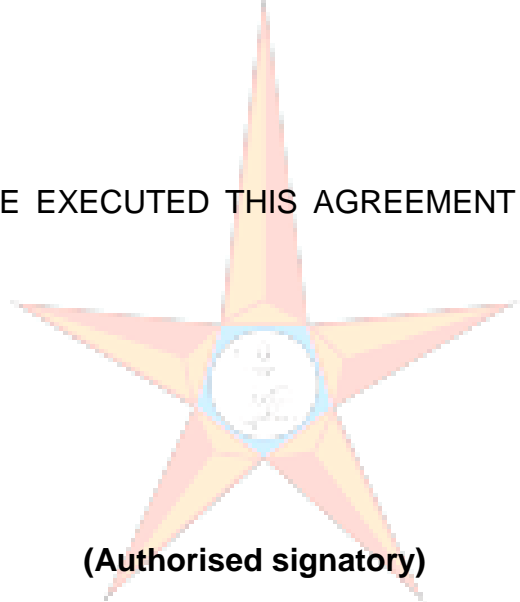
13.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall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

### 14. GENERAL:

- 14.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.
- 14.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of both parties.
- 14.3 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 authorised 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.
- 14.4 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 Company affixed in the presence of Shri (Director) Shri (Director) of the company (in accordance with the Articles of Association of the Company)



Bank by its representative:

**(Authorised signatory)**

**UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP  
(To be Submitted On the Company's Letter Head)**

Date:

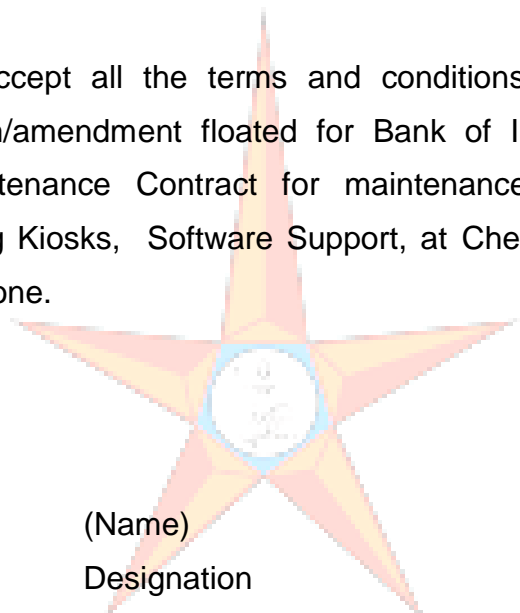
To

The Zonal Manager,  
Bank of India,  
Information Technology Department,  
17 Errabalu Street,  
Chennai- 600001

**Ref: RFP for Comprehensive Onsite Annual Maintenance Contract for maintenance of Computer Hardware & Peripherals, Passbook Printing Kiosks, Software Support, at Chennai Zonal Office and its offices and branches in Chennai Zone.**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment floated for Bank of India pertaining to Comprehensive Onsite Annual Maintenance Contract for maintenance of Computer Hardware & Peripherals, Passbook Printing Kiosks, Software Support, at Chennai Zonal Office and its offices and branches in Chennai Zone.

**BOI**



(Name)

Designation

Seal/Stamp of the Contractor

(To be included in Technical Bid in case Bid Security is in Bank Guarantee form)

**BID SECURITY FORM**

Whereas .....(*hereinafter called "the Bidder"*) has submitted its Bid dated ..... (*date of submission of Bid*) for the AMC of the Hardware ..... (*name and/or description of the Products/system*) (*hereinafter called "the Bid"*).

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 ..... (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well 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 Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, 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 Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 to it, 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 ninety(90) days after the period of the Bid validity, i.e. up to \_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive.

**PERFORMANCE SECURITY FORM (to be included in Technical Bid Envelope)**

To: (Name of Purchaser)

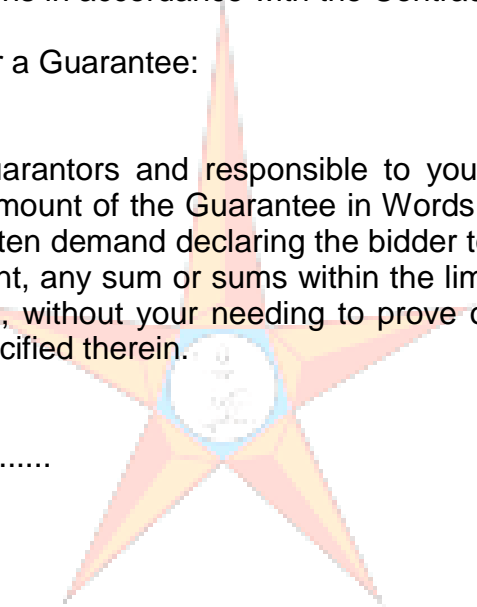
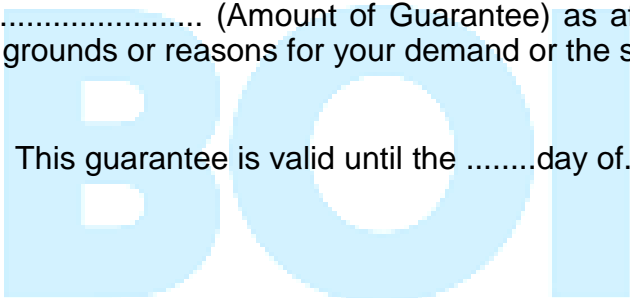
WHEREAS..... (Name of Bidder) (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No..... dated,..... 20\_\_.  
To provide Comprehensive Onsite maintenance of Hardware.....  
..... (Description of Products and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the bidder shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein, as security for compliance with the SI's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the bidder a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the SI, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....



Signature and Seal of Guarantors (SI's Bank)

.....

Date.....

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