

नागपुर अंचल NAGPUR ZONE  
Information Technology Department  
3<sup>rd</sup> Floor, Bank of India building,  
S.V Patel Marg, NAGPUR- 440001

Phone: 0712-2520144

E-Mail: [Nagpur.IT@bankofindia.co.in](mailto:Nagpur.IT@bankofindia.co.in)

## Tender Notice

Ref No. ZO/IT/NC/2023-24/191

Date: 14.03.2024

### REQUEST FOR PROPOSAL

#### AMC of Computer Hardware and Peripherals for Branches/Offices in Nagpur Zone

No.	Name of Work	EMD Rs.	Last Date of receipt / Tentative Date opening of technical bids	Cost of Tender (Non-refundable)
1	Comprehensive On-Site Maintenance Contract for Maintenance of Computer Hardware & Peripherals installed at various Branches, Offices in Nagpur Zone.	1,00,000.00	02.04.2024 03.04.2024	Rs.5,000.00

**Subject: Comprehensive On-Site Contract for Maintenance of Computer Hardware & Peripherals installed at various Branches and Offices situated in the Districts of Nagpur, Bhandara, Gondia and Gadchiroli under Nagpur Zone.**

#### 1. Calling for quotations / Sealed Tenders:

Sealed Tenders are invited from reputed companies / Firms for Comprehensive On-Site Maintenance of Computer Systems including PCs, Laptops, Printers, Scanners, Passbook Kiosk etc. and other peripherals installed at various Branches and Offices situated in the Districts of Nagpur, Bhandara, Gondia and Gadchiroli of Bank of India, Nagpur Zone. The Hardware details is given in **Annexure 'A'**.

## 2. Eligibility Criteria:

1 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, 3<sup>rd</sup> Floor, Bank of India Building, S.V Patel Marg, Nagpur 440001.

2) a. The eligible bidder should have, or willing to have **service centers in a minimum of two Districts mentioned above, out of which one essentially in Nagpur**. The bidder should also have, or willing to have his Qualified and experienced Service Engineers stationed at strategic locations in those Districts wherein regular service centers are not there.

b. The bidder should have an annual turnover of Rs. Five Crore or above for the last three Consecutive years (2020-21, 2021-22 and 2022-23) from Services / Maintenance of Computer Hardware and Peripherals only. Information / Undertakings should be submitted as per the **Annexure B, C and D**.

c. The Firms / Companies should have at least **5 years’ experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions handling over 1000 Computers / Peripherals**.

d. The bidder should be registered with appropriate Authority for applicable Goods and Service Tax (GST).

e. Copies of their PAN /GST No / Registration Certificate to be enclosed.

f. The bidder should not have been blacklisted by any Public Sector Bank or other Organization in the past. A self-declaration letter by the Bidder, on the Company’s letter head should be submitted along with the bid.

g. The bidder must have a **Registered/ Permanent Office in Nagpur. Proof of address such as copy of Electricity bill/ Municipal Tax Receipt to be submitted**.

h. The Firms / Company will have to provide a list of engineers who will perform the job along with their resume and qualifications, Identity and KYC documents, once the Firm/Company is selected.

i. Bidders are required to be holding a valid **ISO-9001:2005** certification for services. In case number of bidders having ISO-9001:2005 are fewer than 3, the Bank may at its sole discretion waive this requirement.

## 3. Submission of Bids:

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

3.2) The bid has to be accompanied by two separate Demand Drafts/PaySlips towards tender cost of Rs.5,000/- (Rs. Five Thousand only) and Earnest Money Deposit (EMD) of Rs. 1,00,000/-

(Rupees One Lakh only) favoring Bank of India, payable at Nagpur. Such Demand Drafts or Payslips should be in separate third cover marked as **'EARNEST MONEY DEPOSIT'** with a covering letter as per **Annexure F**.

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

**3.4)** The **COMMERCIAL BID** should contain the rate against each item separately. The Commercial Bid submitted shall be treated as indicative quote. Envelop of Commercial Bid should contain **(i) duly filled-in Annexure A and (ii) Annexure C**.

**3.5)** Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/obscure/ unclear/ additional terms may lead to the bid being disqualified.

**3.6)** **The Bank reserves the right to reject any or all the tenders without assigning any reasons.**

**3.7)** The sealed tenders must be submitted by vendor at above mentioned address.

**3.8)** **All bidder applying in the category of MSME for exemption of tender fee/EMD should adhere to the following norms:-**

i. The Copy of MSME certificate should be compulsorily submitted. The MSME certificate for nature of work/services should be in line with the services for which MSME certificate is submitted.

ii. If the bidder in this category declared qualifies to be L1, a bank guarantee amounting to 10% of AMC value shall be submitted to the Bank for AMC tenure, once the contract is awarded. Bank Guarantee will be returned after the expiry of Contract.

#### **4. Opening of Commercial Bids:**

**4.1)** Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of price/commercial bids.

**4.2)** 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.

**4.3)** After opening of price/commercial bids and declaring the prices, the Bank will evaluate and compare the Price/commercial bids.

**4.4)** 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 EMD may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

**4.5)** The Bank's evaluation of a Price/commercial bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

- a) Deviations in payment schedule;
- b) Deviation in prices quoted.

**4.6)** In case two or more bidders are found to have quoted the same lowest evaluated price, the Bank may call for only price/commercial bids afresh from only those lowest evaluated bidders. The process may be repeated till a single L1 vendor is arrived at.

## **5. Other Terms and Conditions:**

**i)** The contract will be on **comprehensive onsite** basis inclusive of **repairs and replacement of spare parts including all plastic parts and Printer Head (Passbook Printer/Laser jet Printer, Line Printer, Passbook Kiosk Printer etc. in case of printer, CPU, without any extra payment.**

**ii)** **The contract will be effective for a period of three years from 01.07.2024.** The vendor will have to enter into necessary contract with the bank, prior to this date. The format of Annual Maintenance Contract is as per Annexure (E). **The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.**

**iii)** The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part, and thus liable to compensate.

**iv)** 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.

**v)** Total Number of 15 service engineers will be required on all working days (Monday to Saturday) during the office hours from 9.00 a.m. to 7.00 p.m. (other than bank holidays). The engineers may also have to work on holidays and after office hours, if necessary. The engineers should be equipped with mobile phones at vendor's cost for quick communication, with numbers shared with the Bank. If any engineer is given leave by the company, a suitable replacement will have to be provided, under prior advice to the Bank. In addition to the Service Engineers, we will require a call coordinator who will register, assign, track and monitor all calls for all the above locations of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit. A copy of call-coordinator's register will have to be attached to quarterly invoice bill.

**vi)** The Service Engineers should have a minimum qualification of having passed Higher Secondary (12<sup>th</sup>) examination of any Board and have a certificate of having successfully completed a course in Hardware maintenance and Networking.

**vii)** The vendor is required to carry out Periodic Preventive Maintenance activities (*minimum once in a quarter*) on all the equipment under AMC. This includes periodic cleaning and

replacement of parts that are subject to wear and tear, without any cost to the bank including plastic parts. During this time, the AMC vendor will have to send service personnel to clean-up the computers & related peripherals such as keyboard, mouse etc. to each branch and Office. **The service personnel will have to carry with them blower/vacuum cleaner.**

**viii)** 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.

**ix)** **The vendor will be required to perform maintenance for operating systems, installation/ updation or re-installation of operating systems, installation of application software like MS-Office etc., installation / updation of antivirus software, addition of computers to Active Directory, installation, configuration and updation of software (E-KYC, C-KYC. Etc.) as may be required for Bank's Core Banking package Finacle to work satisfactorily, installation and configuration of peripherals like printers, modems, etc. for optimum performance of the Hardware under AMC, as required by the Bank from time to time. The Bank will provide all the required software.**

**x)** The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches/updates, data recovery, preemptive action against virus detection / removal, configuration of internet / e-mail, configuring applications (client / server) and packages being used at branches/Offices at present and in the future, connectivity between computers / laptops, I-Pads, Blackberry and Peripherals like Printers, Scanners, Modems and Multi-Media projectors for presentations.

**xi)** While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement/standby of the respective hardware.

**xii)** 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, and 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.

**xiii)** Some hardware items offered in Annexure A are presently under warranty period. Bank will cover those items under this AMC upon expiry of tenure of that contract. In effect, all of the hardware mentioned in Annexure A may not be covered by successful bidder simultaneously.

**xiv)** 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. A copy of call-coordinator's register as mentioned in 5 (v) above should accompany quarterly invoice bill.

**xv)** During the tenure of AMC, some of the hardware items may attain 'end of life'. The vendor will be required to notify to the Bank list of such assets three months before discontinuation of such assets from maintenance, to enable Bank procure replacement hardware. Maintenance charges will not be payable on such discontinued hardware.

**xvi)** Replacement of parts will be at the vendor's cost with brand-new 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, DVD-Drives, Keyboard, Mouse, Power Supply chords,

Memory, Monitors, SMPS etc. within a reasonable period and in no case more than 24 hours from call logging.

**xvii)** 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.

**xviii)** 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.

**xix)** A bank guarantee amounting to 10% of AMC value shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee.

**xx)** 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.

**xxi)** In case the call / complaint is not resolved, the vendor will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis or as advised by the Bank from time to time. The details provided should include:

- a) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
- b) Nature of complaint.
- c) Statistic on the response time / resolution time.
- d) Monitoring / follow-up with the supplied service provider in case of equipment under warranty.

**xxii)** 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.

**xxiii)** 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.

**xxiv)** The vendor would also be required to install Bank's licensed version of antivirus and other authorized software wherever required.

**xxv)** 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.

In case of any discrepancy or doubt, English version will be treated as authentic.

Yours Faithfully,

**(Jai Narain)**  
**Zonal Manager**

**ANNEXURE A****TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES, OFFICES OF NAGPUR ZONE**

Sr.	Item	Estimated Count	Rate per unit for 3 years inclusive of all Taxes	Cost of AMC for mentioned count
1	2	3	4	5 (3X4)
1)	Desktop Computers	1290		
2)	Thin Client PCs	0		
3)	Laptops	6		
4)	Dot Matrix Printer	84		
5)	Pass Book Printers	270		
6)	Scanners-Flatbed	180		
7)	InkJet Printers	47		
8)	HighSpeed DMP	2		
9)	Line Matrix Printers	32		
10)	Cash Receipt Printers	108		
11)	Laser Printers	155		
12)	Multifunction Laser Printers	56		
	<b>GRAND TOTAL Rs.</b>			
<b>Grand Total in Words Rs.</b>				
In case the Hardware/ Peripherals are NOT under AMC, the charges for such calls on visit basis.				

- The quantity mentioned above is estimated and not actual quantity. Quantity may vary (±) 20%-30%. AMC payment will be made on agreed item-wise per piece basis.
- **Before entering into agreement, physical asset verification to be done by the vendor at their own cost.**
- Price quoted is inclusive of all taxes. Payment will be made against invoice, after deducting applicable TDS. Invoice should clearly mention GST amount separately. The Invoice must accompany proof of payment of relative taxes to respective Government Departments, if already paid. If the dues are payable on a subsequent date, the same must be submitted to the Bank within 5 working days of payment by the vendor to the Government Authorities.
- **Asset Tagging with Company sticker with contact No. & E-mail ID to be undertaken for identifying the hardware under AMC.**

The above hardware is in the branches and Offices in Nagpur Zone, in the Districts of 1.NAGPUR, 2.BHANDARA, 3.GONDIA, 4.GADCHIROLI.

- A copy of this Annexure – without any mention of costs – to be included in the cover of ‘**Technical Bid**’.
- A copy of this Annexure – with rates & costs quoted – to be submitted in envelop of ‘**Price/Commercial bid**’.

**ANNEXURE B****INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT OF HARDWARE AT VARIOUS BRANCHES AND OFFICES IN NAGPUR ZONE**

1. NAME OF THE BIDDER ORGANISATION/FIRM:

2. ADDRESS (attach copy of Electric bill/Municipal tax receipt):

3. YEAR OF ESTABLISHMENT:

4. STATUS OF THE FIRM (Whether company/firm/proprietor):

5. NAMES OF DIRECTORS/PARTNERS/PROPRIETOR:

Name	Proprietor / Partner / Director	Address	Phone Landline	Phone Mobile
1.				
2.				
3.				
4.				
5.				

6. Whether registered with Registrar of Companies/ Registrar of Firms. If so, mention registration number and date.  
(Enclose supporting document)

7. A) Name and Address of Bankers :  
B) Enclose Solvency Certificate from the Bankers :  
(Enclose supporting document)

8. Whether registered with Central Excise Department for GST purpose.  
If so, mention number and date :  
(Enclose supporting document)

9. Mention permanent account Number PAN/ TAN of Company :  
(Enclose supporting document)

10. Enclose Audited Financial Statement for past consecutive three years.

11. If you are registered/empanelled/approved with any other Organization/Dept. Banks etc., furnish their names, Category and date of registration/empanelment, tenure :



**12. Detailed description and value of AMC works undertaken including for Banks in the past at least during the last 5 years only(2019,2020,2021,2022,2023):**

Name of Institution	When done	Value of AMC in Rs. Lakh

(Enclose satisfactory certificates/proofs in support of your claim)

**13. Furnish the names of the organizations & the responsible** :  
**Representatives who will be in position to certify about** :  
**the quality as well as past performance of your organization.**

**14. Particulars of Engineers, Technical Qualified Employees employed by the Firm:**

Name	Designation	Qualification	Experience	No. of years with the Firm	Any other

**15. Name of Branch/Representative offices in Nagpur (mandatory) and other Districts of Zone (see eligibility criteria):**

Sr. No.	Address	Name of responsible person / Head	Qualification of responsible person
1			
2			
3			
4			
5			

Place:

Date:

Signature of Proprietor/  
Partner/Director with Seal

**ANNEXURE C**

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

Date:

To,  
The Zonal Manager,  
Bank of India, Information Technology Department,  
Zonal Office, 3<sup>rd</sup> Floor, Bank of India building,  
S.V Patel Marg, Nagpur - 440001

Gentlemen,

**Re: Request for Proposal for Annual Maintenance Contract of Computer Hardware and Peripherals installed at various Branches and Offices of Nagpur 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 Rs. \_\_\_\_\_ **(Total Proposal amount in words and figures)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal. All the rates quoted are inclusive of all taxes.

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 for 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 ..... 2021

*(Signature with seal)  
(in the capacity of)*

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

**ANNEXURE D**

**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 3<sup>rd</sup> Floor, Bank of India Building, S.V Patel Marg, Nagpur 440001, hereinafter referred to as the BANK and,***

WHEREAS, the COMPANY understands that the information regarding the Bank's Computer Hardware and Peripherals 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 authorization to do so;

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

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

Authorized Signatory

Name:  
Designation:  
Office Seal:

Place:  
Date:

## AGREEMENT FOR MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 2024 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "BANK") with its Head Office at **C-5, G Block, Bandra Kurla Complex, Bandra(East), Mumbai-400051** and a Zonal Office at **Bank of India, Nagpur Zonal Office, Bank of India Building, 3<sup>rd</sup> Floor, S.V Patel Marg, Kingsway, Nagpur-440001** which expression shall include its successors and assigns and \_\_\_\_\_ (hereinafter called "THE COMPANY ") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and the Bank has agreed to accept from THE COMPANY, repair and maintenance service for the computer hardware/peripherals/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 terms and conditions specified in the request for proposal floated.

In consideration of the AGREEMENT it is agreed between the parties as below:

1. This AGREEMENT will be valid for period **1<sup>st</sup> July 2024 to 30<sup>th</sup> June 2027** conforming to clause 1.1 of **Annexure-E**.

2. As on date of AGREEMENT, the AGREEMENT is valued for **Rs.** \_\_\_\_\_ inclusive of all taxes (In word **Rs.** \_\_\_\_\_) which shall be payable over and above the contracted amount at the applicable rates. The liability of remitting the service Tax in accordance with the extant guidelines will vest with the COMPANY. The applicable service tax shall be duly mentioned in the invoices.

3. The list of hardware forms an integral part of this AGREEMENT.

4 The number of hardware items may be increased or decreased during the period of AMC which may be included or excluded from the list and the location of the equipment's may also be changed. The rate quoted will also be applicable for the items included or excluded during the AMC period.

## **1. COMMENCEMENT AND TERM:**

**1.1** This agreement is effective and valid for the period of three years from 01.07.2024. 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 the purpose of execution of this agreement. In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

**1.3** Individual items of equipment, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from Annexure A of this agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment are added to Annexure A, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from Annexure A, as described herein, then any money 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. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.

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

**2.4** The Bank may decide to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner and 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 favorable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.

**2.6** THE COMPANY, shall, during the currency of the contract will not increase the charges. The annual maintenance cost shall be paid in Quarterly installments within thirty (30) days from the date of completion of respective quarter or submission of invoice whichever is later,

subject to satisfactory services rendered, and from the date of AMC at the rates indicated in agreement.

**2.7** The invoices for AMC shall be inclusive of all taxes which shall be payable at the extant rates as notified by the Government from time to time.

**2.8** In case the Company is not able to accept the contract after it is awarded to him or if he is not able to do the work to the Bank's satisfaction 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.

**2.9** The above act (2.8) of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited.

### **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 or defective parts including all plastic parts & Printer heads of the EQUIPMENT during Bank's normal local working hours i.e. from 9.00 a.m. to 7.00 p.m. on all working days. 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, ink/Laser print cartridge, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, floppy disks, printer head, these will incur an additional charge.

**b)** THE COMPANY agrees to make such changes/updation to the equipment from time to time so as to suit Bank's requirement of running various packages presently being used at branches/Offices and those may be required in future. This includes setting-up and configuring/fine-tune the system so as to give desired output such as (but not restricted to) getting good legible printout from Finacle package or any other program, etc. This also includes porting various versions of Java, Biometric Setup, Active Directory, Rajbhasha, E-KYC, C-KYC and other related software's.

**c)** 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.

**d)** THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.

e) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same (excluding actual travel time from District Headquarters).

f) THE COMPANY will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked-out on quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the COMPANY shall either repair the defective unit within 24 hours or immediately replace the defective part or the unit immediately at its own cost. **In any case no call should be unattended within 24 working hours for calls of District Headquarters and within 48 working hours in case of outstation calls. The maximum time for resolving down calls will be 48 clock-hours (two working days) for calls of District headquarters and 72 clock-hours (three working days) for outstation calls. If the resolution is to take beyond above specified time limits, vendor is obliged to provide standby arrangement for the computer/peripheral till the unit is repaired. Beyond the above time limit and in case standby is not provided, a penalty will be levied of Rs. 300 per day per item, if not resolved within 48 hours & Rs.500 per day per item beyond 72 hours from the date of breakdown call.**

g) THE COMPANY understands the exigency of nature of business of the Bank and therefore agrees to provide dedicated team of seven service personnel as under:

- i) Seven Service Engineers for equipment including Computers and Printers for all branches and Offices in the Zone (finer details of allocation of branches will be worked-out between the Zonal Department and the successful bidder).
- ii) One call-coordinator to plan and direct the Service Engineers' work-force to various jobs. He will register, assign, track and monitor all calls of the Bank. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit. A copy of call-coordinator's register will be submitted to the Bank quarterly.
- iii) The Team as above will be available to the Bank from 9 AM to 7 PM on weekdays (other than bank holidays). The engineers may also have to work on holidays and after office hours, if necessary.
- iv) The engineers will be equipped with mobile phones at the Company's cost for quick communication, numbers shared with the Bank.
- v) If any engineer is given leave by the Company, a suitable replacement will be provided, under prior advice to the Bank.

h) 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.

i) **Preventive Maintenance:** THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE 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 mutually agreed date and time not later than 15 working days thereafter.

**j)** 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 the Bank.

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

**l)** The Bank shall maintain a register at its site in which, the Bank'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 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.

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

**3.4** THE EQUIPMENT shall not be shifted to an alternate site and installed there by the Bank 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 there at 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 both - THE COMPANY and the Bank provided that the two parties may agree to amend charges for the maintenance service after such an event.

**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 express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

**3.6** If, in any month, THE COMPANY does not fulfill the provisions of clauses 3.1(c), (d), (e) or (f), Bank is not obliged to release only the proportionate maintenance charges for that month, without prejudice to the right of the Bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE 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.



#### **4. FORCE MAJEURE:**

**4.1** Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (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 endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far 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 months' notice.

#### **5. SUBCONTRACTING:**

**5.1** 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.

#### **6. EQUIPMENT ATTACHMENTS:**

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

#### **7. SECURITY:**

**7.1** 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. The Company also agrees that it shall have its own Insurance Policy to cover transportation and other risks during period of repair when the components /units/peripherals remain out of branch premises.

**7.2** THE VENDOR shall not copy any software, document or data existing on the hardware or indulge in any other act which may cause malicious damage to the systems. Violation of the same is liable to attract penalty/punishment under IT Act 2000 as amended from time to time.

**7.3** THE VENDOR shall perform entire work of maintenance/ repairs under the supervision of the Bank staff unless permitted otherwise.

#### **8. CONFIDENTIALITY:**

**8.1** 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 thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. This includes information regarding Bank's customers.

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

## **9. LIABILITY AND INDEMNITIES:**

**9.1** THE 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 proprietary right of any other person or other entity. THE COMPANY agrees that it will, and hereby do the indemnify the Bank from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

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

**9.3** The VENDOR will not enter into a franchisee contract with another vendor without seeking the prior permission of the Bank. The liability of performance in terms of the contract entered into with the Bank will imposed on the main vendor & not with the sub vendor. The sub vendor shall be liable for performance in accordance with the contract entered into with the main vendor. The liability for breaching any of the terms of the contract will imposed on the main vendor.

## **10. BUSINESS TERMINATION:**

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

## **11. TERMINATION OF THIS AGREEMENT:**

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

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

## **12. ARBITRATION:**

**12.1** All disputes and differences of any kind whatsoever arising out of or in connection with this Agreement 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 is to be governed by the provisions of the Indian Arbitration Act.

## **13. GENERAL:**

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

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

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

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

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

Seal of the Company affixed in the  
Presence of Shri (Director)  
Shri (Director) of the company (in accordance  
with the Articles of Association of the Company)  
**(Authorized signatory)**

Bank by its representative:  
**(Authorized Signatory)**

**ANNEXURE F****EARNEST MONEY DEPOSIT**

To,  
The Zonal Manager,  
Bank of India, NAGPUR Zone.

Please find enclosed Bank Draft / Pay Order for Rs.1,00,000/- (Rupees One Lakh only) towards Earnest Money Deposit and Rs.5,000/- (Rupees Five Thousand only) towards cost of tender for participation in tendering process (Maintenance of Computer Hardware & Peripherals). In case our Bid is unsuccessful, kindly return the EMD to us without interest at below mentioned address.

<u>EMD</u>	<u>Tender Fee (Non refundable)</u>
DD/PAY ORDER NO.....	DD/PAY ORDER NO.....
DATE OF DD/P.O. ....	DATE OF DD/P.O. ....
ISSUER BANK NAME	ISSUER BANK NAME
.....	.....
AMOUNT <u>Rs.1,00,000/-</u>	AMOUNT <u>Rs.5,000/-</u>
FAVOURING – <u>Bank of India</u>	FAVOURING – <u>Bank of India</u>

(Authorized signatory)  
**Name**

**Seal of the Company/firm**

**TENDERER'S NAME AND ADDRESS:**

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TEL No's. \_\_\_\_\_

E-Mail: \_\_\_\_\_