



REQUEST FOR PROPOSAL

FOR

**Comprehensive Annual Maintenance of
Computer Hardware, Including Various Types
of Printers, Scanners & Other Peripherals At
Various Branches/Offices In Bank Of India,
Navi Mumbai Zone**

Ref: NMZIT/HS/2023-24/125 Dated 29.01.2024



**RFP for Comprehensive Annual Maintenance of Computer Hardware
Including Various Types Of Printers, Scanners & Other Peripherals At Various branches/Offices In Bank
Of India, Navi Mumbai Zone vide Ref NMZIT/HS/2023-24/125 Dated 29th Jan 2024**



Bank Of India
Navi Mumbai Zone, IT Dept

Ref. No : NMZIT/HS/2023-24/125

Date: 29th Jan 2024

TENDER NOTICE

Subject: Comprehensive Onsite Annual Maintenance Contract of Personal Computers / peripherals of various Branches / Offices of Bank of India, Navi Mumbai Zone

Sealed tenders are invited from the reputed companies / firms for Comprehensive Onsite Maintenance of various computer systems including PCs, Laptop, Line Matrix Printers, Scanners, Passbook Printers and other peripherals which includes updation / installation of various softwares at various branches under the jurisdiction of Navi Mumbai Zone located in 4 Districts of Mumbai. The tender details are as under:-

Description	Date and Other details
Tender Reference	NMZIT/HS/2023-24/125 Dated 29.01.2024
Bid security	Rs.25,000/-
Tender Fee	Rs.1000/-
Tender Start Date	04.02.2024
Last date and time of receipts of tender	26.02.2024 up to 11.00 A.M.
Date and time of opening of bid	26.02.2024 at 11:30 A.M.
Address of Communication	I.T. Department, Bank Of India, Bank of India, Zonal office, (IT Department) MDI Building, Plot no-30, Sector-11, Ground Floor, CBD Belapur, Navi Mumbai, 400614, Maharashtra
Contact person	Heena Sirsath-Officer [IT Department] 9930768263 Swadhin Sahoo - Officer [IT Department] 9853500638 E-Mail Id: Navimumbai.IT@bankofindia.co.in
Price Bid (Items wise) to be submitted with price proposal	Annexure-A
Bidder Information	Annexure-B
Price Proposal to be submitted	Annexure-C
Non-disclosure Agreement	Annexure-D
Performa of AMC agreement	Annexure-E
Compliance Statement	Annexure-F
Performa of Bank Guarantee for Contract Performance	Annexure-G

**-(Vinod Padhye)
Deputy Zonal Manager**



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 (BOI), 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 is neither an agreement nor an offer and is only an invitation by BOI to the interested parties for submission of bids. 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 should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. BOI 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. BOI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



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1. Introduction

- 1.1. Bank of India, Navi Mumbai Zonal Office, hereinafter called "the Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called Request For Proposal or RFP, to the Bidders, to participate in the competitive bidding for "Comprehensive Annual Maintenance of Computer hardware including various types of printers, scanners and other peripherals at various branches/offices in Bank Of India branches/offices of Navi Mumbai zone" as per the specifications, terms, conditions and scope defined in this RFP.
- 1.2. A Bidder submitting the proposal in response to this RFP for Comprehensive Annual Maintenance of Computer hardware including various types of printers, scanners and other peripherals at various branches/offices in Bank of India branches/offices of Navi Mumbai zone for one year shall hereinafter be referred to as Bidder.
- 1.3. This document is meant for the exclusive purpose of bidding as per the terms conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.4. The Bidding Document may be obtained from the Bank as given hereunder or downloaded from Bank's Website <http://www.bankofindia.co.in/tenders> and the bid should be submitted to the office of Bank of India, Zonal office (IT Department), MDI Building, Plot no-30, Sector-11, Ground Floor, CBD Belapur, Navi Mumbai, 400614. Please note that all the information desired needs to be provided. Incomplete information may lead to rejection of bid. All Bids must be accompanied by Bid Security and bid cost as specified in the Bid document.
- 1.5. A non-refundable cost of bid amount of **Rs.25,000/-** (Rupees Twenty Five thousand only) to be paid by means of a demand draft / pay order favoring **"BANK OF INDIA"** payable in Navi Mumbai. If bid document downloaded from website, the cost of the bid shall be paid along with the technical bid in separate envelope.
- 1.6. Bank reserves the right to change the dates mentioned below or in the RFP. The same will be notified by publishing notice/ corrigendum on our corporate website.

1. 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, MDI Building, Plot no-30, Sector-11, Ground Floor, CBD Belapur, Navi Mumbai, 400614.



2 (a). The eligible bidder should have service support/ centers preferably in Mumbai, Navi Mumbai, and Thane District from last 5 years. The bidder should have an annual turnover of Rs.10 crores or above for 3 consecutive years from Sales / Services / Maintenance of Computer Hardware and Peripherals in each of the last three financial years. This amount is applicable for individual companies. Joint venture projects will not be considered for evaluation of technical bids. Information / Undertakings should be submitted as per the Annexure B. The CA certified copy should be submitted along with last 3 years balance sheet.

The bidder should have an annual turnover of at least Rs.1 Crore should be from the Maintenance / AMC Charges in each of the last three years. This amount is applicable for individual companies and joint venture projects will not be considered for evaluation of technical bids. Information/undertakings should be submitted as per the Annexure B.

2. Submission of Bids

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, Navi Mumbai Zonal Office, MDI Building, Plot no-30, Sector-11, Ground Floor, CBD Belapur, Navi Mumbai, 400614. 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. 25,000/- (Rupees Twenty Five Thousand only) in the form of a Demand Draft or pay slip in favour of Bank Of India, payable at Navi Mumbai.

Such Draft / Payslip should be in separate third cover marked as 'EARNEST MONEY DEPOSIT'. The bid has to be accompanied by a Tender fee of Rs.1,000/- (Rupees One Thousand only) in the form of a Demand Draft or pay slip in favor of Bank Of India, payable at Navi Mumbai. Such Draft / Payslip should be in separate fourth cover marked as 'TENDER FEE'. All the 4 covers duly sealed should be put in a V cover super scribed with "Comprehensive Onsite Maintenance Contract of Personal Computers / peripherals of various Branches / Offices of Bank of India, Navi Mumbai".

Please note the Bidder has to deposit the tender fee and EMD money. There will not be any exemption in tender fee or EMD money except MSME bidder.

3.1 The **TECHNICAL BID** should include the name and address of the firm / Bidder, annual turnover, details of past experience and the offices where they have been performing such jobs along with the supporting documents / certificates. The bidders should be a profitable Bidder. Information/undertakings should be submitted as per the Annexure B and D.

3.2 The **Commercial Bid/Price Bid** should contain the rate against each item separately. The systems to be maintained by the contractor includes server PCs consisting of CPU, Monitor, Key Board, Mouse, and speakers, laptops and printers like DeskJet



Inkjet/LaserJet/Dot- matrix/Line Printers etc, Scanners, CD Writers and other peripheral devices like modem including operating system/devices and software like MS Office, Open Office, Anti-virus, Patches and other software etc. The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts (including Plastic parts, printer head, miller strip, sensor plate, console cable, adaptor etc) & consumables (except ribbon, cartridge) without any extra payment. The contract will be effective for a period of one year from the date of award of contract and availability of all the engineers at the designated locations as specified under the scope of this RFP. The Bidder will have to enter into necessary contract as per Annexure E with the Bank. (The Bidders are requested to go through the format of the contract before submitting the Bid) The Bidder shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. It should be submitted as per the Annexure A and C.

- 3.3 Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of price bids. The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Bidder by Opening of Commercial Bids of Bidders, who are found eligible after evaluation of Technical Bids. After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price bids.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. 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.

3. Scope of Work

- 4.1 The Contract will be on comprehensive Onsite basis inclusive of repairs and replacement of spare parts including all plastic parts, cables, print heads, miller strips, sensor plates, console cables, etc. in case of Printers, Power adaptors, CPU, Keyboard and Mouse etc. without any extra cost.
- 4.2 The contract will be effective for a duration of one year from the date of award of contract and availability of engineers at all the specified locations mentioned under the scope of this RFP. The Bidder will have to enter into necessary contract with the Bank. The format of Annual Maintenance Contract is as per Annexure-E. The **Contract may be renewed for further period/s of specific duration/s (1+1+1 year) as may be mutually agreed upon by the parties hereto.**
- 4.3 The Bidder shall be responsible for any loss or damage caused to any of the machines owing to negligence on this part.
- 4.4 The Bidder should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of computers and peripherals of various brands/makes and must having work exposure in Bank of India.



Total number of 10 service engineers (8 for PCs and 2 for Printers).
(Out of 8 engineer 2 dedicated for Zonal Office) will be required mandatorily on all working days (Monday to Saturday) during the office hours in between **9.30 a.m. to 7.30 p.m. (timings may vary)**. The engineers also have to work on holidays and Sundays and after office hours if necessary in case of emergencies/exigencies. The engineers should be equipped with mobile phones at Bidder's cost for quick communication. If any engineer is given leave, by the Bidder, a suitable replacement will have to be provided. Bidder have to provide Standby Machines i.e., (PC / Passbook Printer / Statement Printer / Cash Receipt Printer / Keyboard-Mouse on resident Engineer location). **The Resident Engineers (REs) may also have to work on holidays and after office hours, if necessary**

- 4.5 The engineer posted at Zonal Office will register, assign, track and monitor all calls for all the above locations. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit. The call coordinator will co-ordinate with stationed engineer for maintaining all the call records and resolution of problems. Daily Call update sheet (Call id registered till date as well as call assigned for that day) should be provided on email of BOI IT Department Navi Mumbai latest by 11 am on daily basis or access to complaint portal should be given for view only facility to monitor the progress of calls. Along with this sheet, call assignment to all of the above 8 field engineers should be updated on daily basis. If we will not receive these reports for 3 consecutive dates then Rs.100 per day will be deducted as penalty from AMC bill.
- 4.6 The Bidder should provide experienced / well-trained engineers with a minimum qualification of 3 Years Polytechnic Diploma in Hardware and Networking from any reputed college (Photo copies of proof should be produced). Proper ID cards should be issued to all engineers. Proper guidelines should be followed. If a change or withdrawal of a particular service engineer is considered by the Bidder, the Bank should be intimated well in advance. However, service engineer once identified and posted at a particular location should continue to serve there for a period of not less than six months. Further if it is reported that the service of a particular engineer is unsatisfactory, the Bidder should make arrangements for the withdrawal of service engineer concerned within a week and provide a better replacement for him/her as the case may be
- 4.7 The Bidder is required to carry out periodic Preventive maintenance activities (minimum once in a quarter) on **ALL** the equipment's under AMC. This includes periodic cleaning and replacement of parts that are subject to wear and tear if necessary, without any cost to the Bank including plastic parts, cables, Adaptors, print heads, keyboards, mouse etc. **During AMC, Bidder may send helpers to clean-up the computers and related peripherals such as CPU, keyboard, mouse etc. AMC payment will be released only after submission of PM reports of all the branches.**



- 4.8 In any case no call should be unattended within 12 hours for local calls and if the resolution is beyond above specified time limit, Bidder had to provide standby arrangement for the computer/peripheral till the unit is repaired.

Penalty Charges for delay in providing service (as spelt out elsewhere) for Computer, printer, laptop and peripherals after the expiry of maximum time are as under:

- 4.8.1 upto 7 Days 25% of the AMC cost of the equipment for the quarter
- 4.8.2 15 days 50% of the AMC cost of the equipment for the quarter
- 4.8.3 16-30 days 80% of the AMC cost of the equipment for the quarter
- 4.8.4 Above One month 100% of the AMC cost of the equipment for the quarter

(The Bidder may provide alternate device of similar configuration in good working condition to the Bank, so that the Bank's work is not affected.)

- Penalty for absence of Engineers @ Rs. 500/- Per day per engineer will be deducted from the quarterly bill submitted by the vendor.
 - Penalty @ of Rs. 2000/- per day will be deducted for no maintenance of proper spare parts as given above.
- 4.9 If any hardware will be declared non-repairable by the Bidder during AMC period, bank has rights to take second opinion from outside Bidder and if found repairable the repairing cost will be borne by AMC Bidder.
- 4.10 Those Hardware are under warranty period will not be covered under AMC. In case of requirement, these hardware will be included in AMC for Software / Antivirus /Patches updation for PCs & Thin Clients only.
- 4.11 Technical and Financial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/obscure/unclear terms would lead the firm's bid being disqualified.
- 4.12 The Bank reserves the right to reject any or all the tenders without assigning any reasons. The Bank reserves the right to award the contract on the basis of quotations for each item of work separately or collectively, like computers, printers, servers, etc. This may result in awarding contract to more than one contractor.
- 4.13 L1 will be decided on the basis of yearly cost of total hardware covered under AMC. Tentative quantity of Item wise assets is given as below:

S.NO.	Hardware Item	Quantity(Tentative)
1.	PCs	600
2.	Laser jet Printers	50
3.	High Speed Printers	40
3.	Line Printer	15

5.	Pass Book Printers	86
6.	Cash Receipt Printer	50
7.	Scanners	140
	Total	981

There may be variation of 10% to 20% in (itemwise quantity) quantity of assets while awarding the contract.

Before coming into agreement, physical asset verification / inventory check to be done by the vendor on their own cost and should be submitted within 15 days of award of the contract. Warranty hardware installed in the branches should not be included in the inventory for AMC bill. If wrong or inflated inventory submitted then AMC value of that wrong/inflated inventory items will be deducted from correct inventory AMC value.

- 4.14 It shall be the responsibility of the Bidder to make all the computers and peripherals work satisfactorily throughout the contract period and to handover the systems in working condition to the Bank after expiry of the contract. In case of any damage or missing is found, the firm is liable to rectify it or provide replacement in good working condition within 1 day even after expiry of the AMC contract.
- 4.15 The bidder will be required to provide maintenance and software support for operating systems, formatting, installation or re-installation of operating systems, installation of application software like MS-Office, installation & updating of antivirus software/Patches, Finacle configuration, Hindi Setup, Outlook setup etc., installation and configuration of peripherals like, printer, scanner, modems etc. installation of device drivers, of printers, scanners, biometric devices, any other patches, updates etc. required by Bank to be updated, loaded from time to time in ALL pcs under AMC. The Bank will be providing required software, CDs etc. for the purpose of above.
- 4.16 The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches, data recovery, pre-emptive action against virus detection / removal, configuration of internet / e-mail, configuring applications (client / server), connectivity between computer and Peripherals like Printers, Scanners, and Multi-Media projectors for presentations.
- 4.17 While shifting any Hardware out of Bank's premises for repairs, the Bidder will have to arrange for suitable replacement prior to shifting of the respective Hardware without fail.
- 4.18 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. The payment will be released on quarterly basis, subject to the**



Bidder submitting to our office, Satisfactory Service Reports" with PM reports from all the user branches / departments.

- 4.19. Replacement of parts will be at the Bidder's cost with original spares of the same brand /make/model of the computer or reputed makes with best quality spares. Even if branch arranges part replacement at local level, the cost of the part will be borne by the AMC Bidder. **AMC Bidder should keep sufficient spares at our office & at their office and should provide replacement parts including Motherboard, Hard Disks, DVD-Drives, Keyboard, Mouse, Power Supplies, Memory, Monitors etc. within a reasonable period and in no case more than 24 hours**
- 4.20. In case the Bidder 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 Bidder for getting such work done. EMD of such bidder will be forfeited. The above act of backing out would automatically debar the Bidder from any further dealings with the Bank and the EMD amount would also be forfeited.
- 4.21. In case of equipment's that are not under AMC, but are under warranty / services of some other vendor, the bidder would be required to perform the initial scrutiny / diagnostics and try to resolve the call / complaint by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other Bidder. The bidder has to install all bank's software including OS in the hardware. Also, the new installation of hardware will be done by the bidder without any extra cost.
- 4.22. Bidder has to provide the access of their service portal to Zonal IT for reviewing & monitoring purpose by sharing the credentials within one week from the award of contract.
- 4.23. In case the call / complaint is not resolved. The Bidder will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The Bidder will be required to provide the Bank with Help desk / call resolution statistics once a week.
- 4.24. The details provided should include:
i. Calls logged on daily basis with time & allotted call / complaint number/Equipment make / model / Sr. Nos.
ii. Nature of complaint.
iii. Date of Assignment of Call and Engineers name, contact no.
iv. Statistic on the response time / resolution time, date of closure of the call.
v. Monitoring / follow up with the supplied service provider in case of equipment under warranty.



- 4.25. The Bidder would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial No. and Asset Code / Hardware S.No. given by branch (if any) including the hardware movement information from one location to another. The Bidder will be required to check and monitor the progress of next delivery and installation.
- 4.26. The Bidder 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.
- 4.27. The Bidder would also be required to install Bank's Licensed version of antivirus and other authorized softwares, device drivers, updating, patches, upgrades etc. configuration changes if any wherever required.
- 4.28. The Bidder may be required to regularly update the antivirus software on all the PCs and perform regular scans and remove the virus in case detected.
- 4.29. Payment of AMC will be released on quarterly basis only after completion of the quarter and after submission of following documents:-
- Invoice mentioning the item, rate, Qty, and amount
 - Letter from branches for rendering satisfactory services during the quarter
 - Submission of Inventory report duly signed by the branch manager
 - Attendance report of engineers
 - Call log report of the concerned quarter.

The penalty charges as mentioned in this RFP be taken into consideration during payment.

- 4.30. The Bidding document may be downloaded from Bank's website www.bankofindia.com under Tenders section and the bid should be submitted to our Navi Mumbai Zonal Office, IT Dept.

5. Repair and Maintenance Terms

During the term of this agreement THE BIDDER agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance services;

- 5.1 THE BIDDER shall rectify any defects, faults and failures in the EQUIPMENTS and shall repair/replace worn out or defective parts of the EQUIPMENT during Bank's normal local working hours on all working days. In case any defects, faults and failures in the equipment's could not be repaired or rectified during the said period, the engineers of the Bidder are required to accomplish their duties beyond the said

- schedules in case of any situation if it warrants. In cases where unserviceable parts of the EQUIPMENTS need replacement THE BIDDER shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose THE BIDDER shall keep sufficient stock of spares at Bank's premises and at the premises of THE BIDDER. If THE BIDDER is required to replace spare parts (including Plastic parts) & Consumables (except ribbon, Ribbon cartridge only), these will not incur any additional cost/charges to the bank. . Even if branch arranges part replacement at local level, the cost of the part will be borne by the AMC Bidder.
- 5.2 THE BIDDER shall provide repair and maintenance, in response to oral, including telephonic notice by bank, immediately (not including intervening Sundays and Bank holidays) and Ticket ID will be assigned after such intimation during the hours set forth under the scope of this RFP.
- 5.3 Preventive maintenance: THE BIDDER 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 repair of the EQUIPMENT) once within first 15 days of the commencement of the maintenance period and once within the first 15 days of every subsequent month during the agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing THE BIDDER recognizes Bank's operational needs and agrees that Bank shall have the right to require THE BIDDER to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- 5.4 All engineering changes generally adopted hereafter by the BIDDER for EQUIPMENT similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to the Bank.
- 5.5 Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repairs and maintenance service described herein.
- 5.6 The Bank shall maintain a register at its site in which, the Bank's operator /supervisor shall record each event of failure and / of malfunction of the equipment. The Bidder's engineers shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the BIDDER'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.
- 5.7 THE BIDDER shall provide replacement hardware e.g. PCs, Servers, Printers, etc. while taking any hardware out of the premises for repairs.
- 5.8 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the BIDDER shall become the property of THE BIDDER and the parts replacing the



withdrawn parts shall become the property of Bank.

6. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- 6.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 6.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks, public unrest in work area;
- 6.3 Provided either party shall within two days from the occurrence of such a cause notify the other in writing of such causes. The Bidder will be liable for delays in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. However, any delay occurred in compliance to procedure or obtaining of necessary permits/license for importing of the equipment's /movement of the equipment's to the ordered sites, change of procedure by the Government / any other authorities will not be categorized under Force Majeure.

7. Security

THE BIDDER 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.

8. Confidentiality

- 8.1 The Bidder acknowledges that in the course of performing their obligations under this contract the BIDDER shall be exposed to or acquire Confidential Information of the BANK or its clients. The BIDDER understands and acknowledges that it has been given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.
- 8.2 The BIDDER will, at all times, maintain confidentiality regarding the contents of this Agreement and proprietary information including of the BANK's Customers, Card Holders, any business, technical or financial information/data whether at the time of disclosure, designated in writing as confidential or not.
- 8.3 The BIDDER agrees to keep in confidence and not disclose to any third party any and all Confidential Information available to the BIDDER, whether such



information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Agreement, the BIDDER agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the BANK except to the extent required to fulfil its obligations under the Agreement. The BIDDER agrees to protect the Confidential Information of the BANK with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

- 8.4 The BIDDER shall also ensure that its officials/employees and if BIDDER is permitted to hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the BIDDER is bound to maintain the confidentiality.
- 8.5 Each Party shall: (a) protect and maintain the confidentiality of the Business Information; (b) not disclose, or allow to be disclosed, the Business Information to any party other than to its employees, officers or directors who have a need-to-know in order to perform the Services or are under a binding obligation of confidentiality with respect to any such information; (c) not use the Business Information for any purpose other than to perform the Services under this Contract; and (d) treat all Business Information of the other Party with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient Party's own Business Information, but not less than a reasonable degree of care. A Party's obligations of confidentiality hereunder shall terminate when such Party can document that the Business Information (a) at the time of its disclosure was known to the Party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Contract; (c) is lawfully disclosed to a third party free to disclose such information; (d) is subsequently independently developed by the Party to whom disclosed without reference to or use of the Business Information; or (e) is legally required to be disclosed provided that the Party so compelled shall promptly notify the other Party so as to permit such other Party to appear in any proceedings and object to the disclosure.
- 8.6 The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever for a period of one year after termination, except the data of the customers of the Parties which shall survive the termination or expiration of this Agreement.



9. Termination Clause

9.1 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

9.2 Termination for the convenience of bank: The bank may, at any point during the currency of this contract may terminate the contract by giving 90 days advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

9.3 Termination for non-performance and not meeting SLA: The bank will review the performance of Bidders on quarterly basis and bank may exit from contract (site-wise) if bidder will not provide satisfactory services as per SLA and uptime as per the contract. The bank's decision in this regard will be final. Bank will not bear any compensation for these exits as they are due to non-performance of service provider and for site-wise it will be 30 days advance notice.

9.4 Termination for Downward rates: The bank may exit from contract (site-wise), if the rates will be observed down from the existing rates by giving 90 days' notice. Bank may call fresh quotes from the Bidders and may award the contract to new selected Bidder.

10. Arbitration

All disputes or differences between the parties shall be resolved amicably. If amicable settlement is not possible, then such disputes and differences shall be resolved through an Arbitrator mutually agreed upon between the parties. If the parties cannot agree upon an Arbitrator, then both the Bidder and the bank shall appoint one Arbitrator each, and both the Arbitrators jointly shall appoint a third Arbitrator. The decision of the majority of the Arbitrators shall be final and binding on the parties. The arbitrators shall give a reasoned Award. The Arbitration Proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.



The venue of the arbitration shall be at MUMBAI, INDIA.

11. Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post within five days of the transmission by facsimile, at the address to the receiving party by the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.

Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

12. Contract Performance Guarantee

12.1 The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee for 10% of the total value of contract, in favor of the Bank, from a nationalized/public sector bank or scheduled commercial bank, other than Bank of India, towards performance of the contract in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The above guarantee shall be submitted by the bidder within 21 days from the start date of the contract. The Contract Performance guarantee shall be kept valid up to end of the contract period from the start date of the contract. The guarantee shall contain a claim period of three months from the last date of validity.

12.2 The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Service Integrator's failure to complete its obligations under the Contract.

12.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 6.6 provided in the Bid. Bank has full right to add further details in the above mentioned performance security format for protecting the bank's interest.

12.4 The Performance Security will be discharged by the Bank and returned to the service integrator within 90 days after claim period, following the date of completion of the Service Integrator's performance and other obligations under the Contract.

12.5 In the event of any contract amendment, the BIDDER shall furnish the amendment to the Performance security within 21 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective system during the maintenance period the performance guarantee

for a proportionate value shall be extended for a further period of 90 days,

13. Arrangements for Business continuity to the bank:

The Service Provider agrees for the following continuity arrangements to ensure the Business continuity of the Bank:

- a. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
- b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

14. Bank's Right to Accept Any Bid and To Reject Any or All Bids

(a) The Bank reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidder or bidders of the grounds for the Bank's action.

(b) After identification of L1 Bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1.

15. Awareness on hardware installed/available in branches

For each hardware, the Supplier is required to train the designated Bank's technical in all aspects like resource management of hardware and software, storage allocation, backup management, backup recovery and end-user personnel to enable them to effectively operate and perform administration of the total system.

16. Other Terms and Conditions

- a) Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.
- b) No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.



- ## 17. Taxes

-

- 17.5 Income Tax /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.
- 17.6 Tax Deduction at source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank 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 the Bank as per the laws and regulations in force.

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

Seal of the Bidder affixed in the

Presence of

Shri _____ (Director)

and

Shri _____ (Director)

of the Bidder(in accordance with

the Articles of Association of the Bidder)

(Authorized Signatory)

Bank by its representative:

(Authorized Signatory)



18. Annexure and Other Formats

Annexure A: Price Bid

Sr No	Name of Hardware	Approx. Quantity to decide L1 (A)	Unit AMC rate (exclusive of taxes) (B)	Total Cost (C=A*B)
1.	Desktop PC	600		
2.	Passbook Printer	86		
3.	Laser jet Printer	50		
5.	Cash receipt printer (40 Col)	50		
6.	High Speed Printer	40		
7.	Scanners	140		
Total		981		

- A) L1 will be decided on the basis of total yearly cost of Hardware covered under AMC. There may be variation of 10 to 20% in (Itemwise) quantity of assets while awarding the Tender to L1.
- B) Before coming into agreement, physical assets verification and final inventory to be done by the successful bidder at their own cost.
- C) Assets tagging with Bidder sticker with machine serial no., Bidder contact number, e-mail address etc. to be under taken for identifying the hardware under AMC.

Annexure B

INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL
MAINTENANCE CONTRACT AT VARIOUS BRANCHES AT AGRA ZONE

1. NAME OF THE ORGANISATION/FIRM
2. ADDRESS
3. YEAR OF ESTABLISHMENT
4. STATUS OF THE FIRM (Whether Bidder/firm/proprietor)
5. NAME OF DIRECTOR/PARTNER/PROPRIETOR
 - (a)
 - (b)
 - (c)
 - (d)
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 latest solvency certificate, in original From the Bankers, certifying that the bidder is Solvent to the extent of Rs. 20 lakhs.
8. Sales Tax Registration No. (enclose copy).
9. Permanent account Number (enclose copy).
10. GST Number (enclose copy).
11. Enclose copies of last three years audited Balance Sheet.
12. If you are registered/empanelled/approved with any other Organization /Dept. Banks etc. furnish their names, Category and date of registration/empanelled.

13. Annual Turnover Details:

Financial Year	Annual Turnover of Bidder from sales and services/maintenance	Annual Turnover of Bidder from AMC service & maintenance

*The amount specified above should be as per the Balance sheet copies submitted for last three financial years. Detailed description and value of AMC works done for banks/financial institutions during the last 3 years only. (Rs.in Lacs)

Name of Institution	AMC completion date	Value of work done

(enclose certificate/proofs in support of your claim)

14. Furnish the names of the organization & the responsible Representatives who will be in position to certify about the quality as well as past performance of your organization.
15. No. of Engineers, Technical Qualified Employee employed by the Firm:

Name	Designation	Qualification	Experience	Year with the firm	Any other details

16. Details of Branch/Representative offices in 11 districts of Uttar Pradesh:

Sr No	Address	Name of responsible person	Qualification

Place:

Signature of Proprietor/

Date:

Partner/Director with Seal



Enclosures

- (a) Copy of Sales Tax Registration Certificate.
- (b) Copy of PAN.
- (c) Copy of GST Registration Certificate, Copies of Balance Sheet for last 3years.
- (d) Solvency Certificate.
- (e) Certificate/Proof/Copy of work orders from references.



Annexure – C

PROPOSAL FORM (PRICE PROPOSAL)

(To be included in Price Proposal Envelope)

Date:

To,

The Zonal Manager,
Bank of India,
Information Technology Department,
MDI Building, Plot no-30, Sector-11,
Ground Floor, CBD Belapur,
Navi Mumbai, 400614.

Dear Sir/Madam,

Annual Maintenance Contract of Computer
hardware of various Branches / Offices of
Navi Mumbai 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. **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.....2023

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



Annexure-D

NON-DISCLOSURE AGREEMENT

Whereas, we, _____, having its Registered office at _____, hereinafter referred to as the Bidder are agreeable to offering the Annual Maintenance Contract to Bank of India, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the BIDDER understands that the information regarding the Annual Maintenance

Contract of the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and WHEREAS, the BIDDER 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 BIDDER 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 BIDDER agrees to all of the following conditions, in order to induce the BANK to grant the BIDDER specific access to the Bank's property/information.

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

The BIDDER agrees that notes, specifications, designs, memoranda and other data shared by the BANK or prepared or produced by the BIDDER 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 BIDDER shall not, without the Bank's written consent, disclose the contents of this 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 BIDDER 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:



Annexure-E

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

This agreement made on _____ 2023 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 M/s _____ incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter called "The Bidder") which expression shall include its successors and assigns.

WHEREAS THE BIDDER has agreed to provide and Bank has agreed to accept from THE BIDDER, repair and maintenance service for the hardware / electronic equipment (hereinafter called EQUIPMENT) listed in Annexure - A hereto as amended from time to time, subject to the Bank Paying charges to the Bidder 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 one year from the date of allotment. It shall, however, be renewable for further period/s of specific duration/s as may be mutually agreed upon by the parties thereto.
- 1.2 Upon termination as provided in this RFP hereinafter or after expiration of this agreement, each party shall forthwith return to the other all papers, material and all properties of the other held by each for purposes of execution of this agreement. In addition each party will assist the other party in 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 charges for such EQUIPMENT may be added to or withdrawn during the currency of this agreement. In the event that individual items of EQUIPMENT are withdrawn from, as described herein, then any monies prepared on such EQUIPMENT shall be held to the credit of Bank's account.

2. CHARGES:

- 2.1 The charges payable by Bank to THE BIDDER for the repair and maintenance services described herein are mentioned in price bid. Successful Bidder would be required to take stock of the inventory within 1 week and any increase/decrease in the quantity with regard to the total quantity mentioned in this RFP, will be adjusted accordingly and the amount payable would change accordingly. No additional



- charges shall be claimed by THE BIDDER.
- 2.2 THE BIDDER 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 mentioned under the scope of this RFP.
- 2.3 All the prices, terms, warranties and benefits granted by the BIDDER herein are comparable to or better than the equivalent terms being offered by THE BIDDER to any of its present customers. If THE BIDDER 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 thereupon be deemed to be amended to provide the same to Bank as if such terms were incorporated herein and are applicable hereto.

Annexure – G

Performa of Bank guarantee for Contract Performance Security Form

To: (Name of Purchaser)

WHEREAS (Name of Supplier)
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.
dated, 2023, to supply
(Description of Products and Services) (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 (Supplier's Bank)

Date.....

Address:.....



