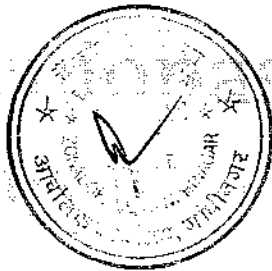


Bank of India

**Information Technology Department,
Gandhinagar Zone**

Tender No ZO:IT:KG: TENDER:AMC:001

Dated 24.01.2024



BANK OF INDIA

(A GOVT. OF INDIA UNDERTAKING)
ZONAL OFFICE, BANK OF INDIA BUILDING,
SECTOR-16, GANDHINAGAR

ZO: IT: KG: TENDER: AMC: 001

Date: 24.01.2024

TENDER NOTICE

**Subject: Comprehensive Onsite Maintenance Contract of Servers/
Laptops/Personal Computers / peripherals with software support of
various Branches and Offices**

Sealed tenders are invited from the reputed companies / firms for Comprehensive Onsite Maintenance of various computer systems including PCs, Printers, Scanners and other peripherals installed at Bank's branches and offices under the jurisdiction of Gandhinagar Zone located in Banaskantha, Gandhinagar, Sabarkantha, Mehsana, Patan, Kutch and Aravalli districts. Tentative quantities are given in **Annexure B**.

1. The firms / companies fulfilling the following terms and conditions and mentioned in Annexure-A may submit their bids super scribed as **"QUOTATION FOR COMPREHENSIVE AMC OF COMPUTERS & PERIPHERALS"** addressed to mentioned below. **The Zonal Manager, Bank of India, Information Technology Department, 1th Floor, Bank of India Building, Sector -16, Gandhinagar – 382 016.**

The technical/commercial bids should be in two separate sealed covers clearly marked as **'TECHNICAL BID'** and **'COMMERCIAL BID'**. The bid has to be accompanied by an **Earnest Money Deposit (EMD) of Rs. 50,000/-** (Rupees Fifty Thousand only) in the form of a Demand Draft or pay slip in favor of Bank of India. Such Draft / Pay Slip should be in separate third cover marked as **'EARNEST MONEY DEPOSIT'**. The bid has to be accompanied by a **Tender fee of Rs.2, 000/- + GST** (Rupees Two Thousand only excluding GST) in the form of a Demand Draft or Pay Slip in favor of Bank of India. Such Draft / Pay Slip should be in separate fourth cover marked as **"TENDER FEE"**. However, Vendor can apply for exemption after submitting valid exemption certificate issued by Govt as per latest circular or Govt notification. Also, the EMD so deposited may be forfeited if:-

(a) a bidder withdraws his bid after becoming L1 and not accepting the Work order.

OR

(b) a bidder submits any statement or form which turns out to be false/incorrect at any time prior to signing of contract.

2. The **TECHNICAL BID** should include the name and address of the firm / company, annual turnover, details of past experience and the offices where they have been performing such jobs along with the supporting documents / certificates. The bidder should have an **annual turnover of Rs.300.00 Lacs or above from Sales / Services / Maintenance of computer hardware and peripherals in India during the last 2 financial years**. The bidders should be a profitable company. Information/undertakings should be submitted as per the **Annexure A, C and D**. The technical Bid should not contain any financial matter like cost of AMC etc.

3. The firms / companies should have at least 5 years' experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions / Government

offices, handling approximately 1000 computers / peripherals. Reference letter from such clients (at least two) regarding services provided by you to be submitted. The bidder should not have been black listed by any Public Sector Bank/Govt Offices/Financial Institutions in the past. Also, if in the past Zone has disqualified the bidder for any forged document submission is debarred from participation. A self-declaration letter by the Bidder, on the company's letter head should be submitted along with the bid. The bidder should submit a certificate in support of ISO 9001 in support of Certification of the Services. The bidder **must have a permanent office in Ahmedabad/Gandhinagar**. The eligible bidder should have **strategic service centers in Ahmedabad/Gandhinagar, Kutchh, Arvalli and Mehsana/Palanpur District**. The vendor should submit copies of **GSTIN registration**. The vendor should submit copies of Income Tax PAN Letter/Certificate. The **firms / company will have to provide a list of engineers who will perform the job along with their bio data once they are selected**. Also, the **firms / companies must have logistic support of parts (for replacement) available at Gujarat State**.

4. The **COMMERCIAL BID** should contain the rate against each item separately. The systems to be maintained by the contractor include Servers, PCs (consisting of CPU/TC, Monitor, Key Board, Mouse, and speakers), laptops and printers like LaserJet / High Speed Dot-matrix / Line Printer/Dot Matrix/Deskjet etc, Scanners, PBK Kiosk (Passbook printer/CPU), CD Writers and other peripheral devices like modem/router including operating system installation or reinstallation /devices and updation of software like MS Office, Open Office, Bank's licensed version of Anti-virus trend micro, AD active directory, Biometric, Rajbhasa unicode, digital pension, CKYC, outlook-MMS, CERSAI, PBK Software, Ilink finacle, CTS, barcode, Finacle10, Scanning Utility, DMS Application, onguard, McAfee Agent, DWP and other software provided by bank. Also the vendor is required to configure/convert all the systems to domain (Active Directory) whenever the operating system is reinstalled in the machines. **The contract will be on comprehensive onsite basis inclusive of repairs and replacement of non-consumable spare parts including Plastic parts, printers head, logic card, logic board, hammer bank, sprocket, hub kit, cover assembly, etc. & consumables (except ribbon, ribbon cartridge and power cable only) without any extra payment.** The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches, data recovery, preemptive action against virus detection/removal, configuration of email, applications including computers and peripherals presently under warranty wherein support to be extended for software installation, installation of patches, data recovery, preemptive action against virus detection/removal, configuration of email, applications. *The total price quoted along with item wise rate* should be inclusive of all applicable taxes. Bank shall deduct tax (TDS at source) wherever the laws and regulations require such deductions from the payment due to the party. The vendor will have to enter into necessary contract as per **Annexure E** with the Bank. (The vendors are requested to go through the format of the contract before submitting the Bid) The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.

Tender/Reference	ZO:IT:KG:TENDER:AMC:001
Tender Fee (non-refundable)	Rs. 2,000/-
Earnest Money Deposit	Rs.50,000/-
Last date and time for submission of Bids	11.03.2024
Last date for requesting clarifications	04.03.2024
Bids to be submitted at	Bank of India, Information Technology Department, 1th Floor, Bank of India Building, Sector -16 Gandhinagar- 382 016.



Opening of Commercial Bids: Date & time	Date and time of opening of commercial bid will be communicated to technically successful bidders separately
Contact details	9825905355

5. 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 Vendor by Opening of Commercial Bids of vendors, 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.

6. 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.

7. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

8. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail at Gandhinagar.IT@bankofindia.co.in.

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





Terms and Conditions of Contract (TCC)

1. **The contract will be on comprehensive onsite basis inclusive of repairs and replacement of non-consumable spare parts replacement of non-consumable spare parts including Plastic parts, printers head, logic card, logic board, hammer bank, sprocket, hub kit, cover assembly, Heads, Printer bands, Hammer assembly, Camage block, mouse, key boards, fuser assembly, Teflon sleeve, power cords etc. & consumables (excluding/exception- ribbon, printer tonner, magnetic tape reels, CDs, DVDs, Data cable, Laptop battery and ribbon cartridges that are subject to wear and tear) without any extra payment without any extra payment.**
2. **The contract will be effective for a period of one year and can be extended on mutually agreeable terms and conditions.** The vendor will have to enter into necessary contract with the Bank. 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. Also, at/during any stage of the AMC contract period, if the services of L1 vendor is found unsatisfactory in terms of inability/incompetence, then Bank may in its absolute discretion, but without being under any obligation to do so, may/shall discontinue/terminate L1 AMC contract and there upon call L2 vendor for AMC services. The format of Annual Maintenance Contract is as per **Annexure-E**.
3. The vendor shall be responsible for any loss of damage caused to any of the machines owing to negligence on his part.
4. Upon assigning of contract the vendor representative during their first visit to the branches **has to tag mark all the computer assets under AMC** and intimate the serial No. with make and model branch wise to Zonal Office, IT Department, Gandhinagar within first 30 days of awarding the contract.
5. ***Two resident service engineer to be available at our strategic branch's locations – Bhuj and at Gandhinagar Zonal Office- on all working days (Monday to Saturday) during the office hours from 9:00 AM to 7:00 PM (other than bank holidays). The engineer may also have to work on holidays and after office hours if necessary. The engineer should be equipped with mobile phone at vendor's cost for quick communication. If the engineer is given leave by the company, a suitable replacement will have to be provided. In addition to the engineer, we will require a call coordinator who will register, assign, track and monitor all calls for all the above locations. It will be the duty of call coordinator to ensure all calls are closed within specified time limit. The field engineers should be technically qualified and should be provided with a cell phone by the service provider to enable tracing and call routing. Leave substitute arrangement has to be done by the service provider. The field engineers are required to display their company identity cards on their person whenever they are visiting branch premises.***
6. The vendor should be an authorized Service Provider of reputed manufacturers and expert in providing maintenance of various computers, networking equipment's and peripherals of various brands / make.

The vendor is required to carry out periodic **preventive maintenance activities on all the equipment's under AMC as per column I of Annexure "E"**. This includes periodic cleaning and replacement of non-consumable ***including plastic parts including Plastic***





parts, printers head, logic card, logic board, hammer bank, sprocket, hub kit, cover assembly, Heads, Printer bands, Hammer assembly, Camage block, mouse, key boards, fuser assembly, Teflon sleeve, power cords etc. & consumables (excluding/exception- ribbon, printer tonner, magnetic tape reels, CDs, DVDs, Data cable, Laptop battery and ribbon cartridges that are subject to wear and tear), without any cost to the bank including plastic parts and ostentation/obtaining certificate from vendor on having checked satisfactory working of Antivirus/CAE. During this time the vendor may send helpers to clean up the computers & related peripherals such as keyboard, mouse etc. Also, during the visit by the service engineer for PM or routine service call, the field engineer must cross check whether all the users are logged on AD and no anonymous users are logged in the system. If found, users are to be disabled and to be mandatorily logged on in AD environment. **A Preventive Maintenance Report signed by the branch manager of the branch and branch seal is required to be submitted to Gandhinagar Zonal Office, I.T. Department to enable them to release the quarterly payment.** Quarterly payment will be made on the basis of hardware actually serviced on the site. Absence of satisfactory report, in whole or part, will attract imposition of deduction on pro-rata basis. Without PM Report no payment shall be released by the bank. Also, a sheet having details of total number of call lodged during the quarter/call attended and calls pending with reasons must be presented along with the invoices.

8. 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. The payment will be released on quarterly basis after satisfactory service reports from the users after the end of the quarter. No advance payment of AMC charges will be made in any case.
9. The vendor will be required to provide maintenance of operating systems, installation or re- installation of operating system, installation of application software like MS-Office, Open Office etc., installation and updating of antivirus software & Client authentic enterprise CAE, Biometric, Rajbhasa unicode, digital pension, CKYC, outlook-MMS, CERSAi, PBK Software, Ilink finacle, CTS, barcode, active directory, Finacle 10, Scanning utility, DMS Application, onguard, Mcafee Agent, DWP and other software provided by bank , installation and configuration of peripherals like printers, scanners, passbook printers, modems etc. as required by bank from time to time **including the computers and peripherals presently under warranty**. Also during occasions of branch shifting and new branch opening the service engineer shall be available in support to the bank IT team for smooth change over. The Bank will provide all the required software.
10. The vendor will also provide all required support installation / re-installation / de-installation / up gradation of various Banking internal and external applications like Finacle, Java, Signcap, Star Token, LAN cabling between switch to node point and node point to PC, various applications for Hindi / Local Language, BOI Safe patches and any other new software / applications will be required time to time for Banking business. However all these software / patches will be provided by the bank.
11. Onsite maintenance support will also cover the operating system installation and up gradation, utility software installation, installation of patches, data recovery, preventive action against virus detection / removal, configuration of internet / e-mail, configuring applications (client/server), connectivity between computers / laptops and peripherals like printers, scanners, modems and multi-media projectors for presentation. Vendor will install / reinstall / de-install / configured patches time to time as per bank need.





12. The rates quoted should cover maintenance of 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 computers / laptops and peripherals like printers, scanners, modems and multi-media projectors for presentation.
13. While shifting any hardware out of the bank's premises for repairs, the vendor will immediately have to arrange for suitable replacement of respective hardware within 24 hours maximum irrespective of the distance of the branch from the service centers / vendor's office. Bank will deduct the proportionate amount accordingly for further delay beyond 24 hours.
14. Replacement of parts will be at the vendor's cost with original spares of the brand / make / model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient stock of spares at their office and should provide replacement parts including Motherboard, Hard Disks, DVD-Drives, Keyboard, Mouse, Power Supplies, and Memory, Monitors etc. within a reasonable period and in no case more than 24 hours.
15. 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. 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. Bank may also consider blacklisting the vendor for participation in future tender process.
16. Maintenance and other software loading support services, including spare parts and testing equipment, Shifting / Substituting equipment.
17. In case of delay in resolution of the calls logged is beyond 24 hours from the time of the call logging, the vendor, penalties will be levied as under:
 - ❖ PC/Desktop/Thin Client- Rs. 300/- per machine/per day
 - ❖ All type of Printers & peripherals- Rs. 250/- per machine/per day

The maximum penalty will be capped at 20% per Quarter of the Quarterly AMC Charges, however, Bank will review the performance of service on quarterly basis and if dissatisfied, the AMC contract shall be terminated.

18. In order to avoid penalty, the vendor may provide alternate device of similar configuration in good working condition to the Bank, so that the Bank's work is not affected. **Vendor has to return back the original hardware within 15 days after necessary repairs in proper working condition. If vendor fails to deliver the original hardware within 15 days then penalty as mentioned in Para 16 shall be imposed.**

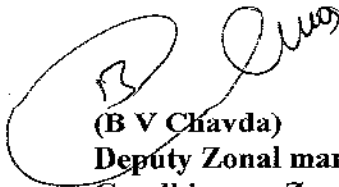


Payment will be made quarterly subject to satisfactory services rendered and submission of Service reports from all branches / departments with sign and stamp of branch/office. No advance payment of AMC charges will be made in any case.

20. 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.

21. The Bank reserves the right to terminate the agreement at any time, if the vendor fails to carry out any obligations/duties in terms of agreement.
22. Incase of any reasons, the vendor wants to terminate the agreement, a notice in this regard needs to be given 3 months prior to actual agreement.
23. The Bank reserves the right to reject any or all the tenders without assigning any reasons. No correspondence in this regard shall be entertained. 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.
24. **Bank reserves the right to get any hardware repaired by any third party vendor in case the vendor is not able to give immediate service as per the requirement of the bank. Even after this, the vendor has to give continued services. As its discretion, the bank can recover such expenses incurred, towards repairing of hardware from other parties in case of emergencies and necessity and when the vendor services are not prompt, from the AMC amount.**
25. The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Labour Laws (Gujarat Amendment) Act, 2015 and other labour laws wherever applicable and as amended from time to time, while engaging employees for the aforesaid work. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the engaged employees by the Vendor. Bank of India will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep Bank of India indemnified against all actions that may be initiated against the Bank of India by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the Vendor to the Engineers deputed by it to the Bank.
26. The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law / statute in force in this regard. The Vendor solely shall be responsible for liabilities, if any, in this regard.
27. Based on past experience and services provided by a particular vendor, bank will have the sole right to deny the vendor from participating in the tender process or reject the tender.




(B V Chavda)
Deputy Zonal manager
Gandhinagar Zonal Office

Estimated Hardware Quantity

For one year AMC

Sr. No.	Name of Hardware	Estimated Quantity
1	PCs	264
2	Passbook Printer	80
3	LASER JET PRINTER	111 for full year 25 for three Qtrs
4	Scanner 2410/3110	86
5	40 COL DOT MATRIX-CASH PRINTER	86
6	ADF Scanner	87

For software support PC/TC AMC (hardware under warranty)

Sr. No.	Name of Hardware	Estimated Quantity
1	PCs	204
2	Passbook Printer	27
3	ADF Scanner	10
4.	Laptop	07
5	Laser jet/Desk Jet Multi-Functional	25 for One Quarter 20 for full year

- A) The quantity mentioned above is estimated and not actual quantity. It may vary 05% (+/-).
- B) Successful vendor would be required to take stock of the inventory within 30 Days and any increase/decrease in the quantity with regard to the total quantity mentioned in this tender, will be adjusted accordingly and the amount payable would change accordingly. No additional charges shall be claimed by THE COMPANY.
- C) Assets tagging with company sticker with machine serial no., vendor contact number, e-mail address etc. to be under taken for identifying the hardware under AMC.



Annexure C

**INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR
ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES / OFFICES
AND DEPARTMENTS AT GANDHINAGAR ZONE**

1. NAME OF THE ORGANISATION/FIRM
2. ADDRESS
3. YEAR OF ESTABLISHMENT
4. STATUS OF THE FIRM
(Whether Company/Firm/Proprietor)
5. NAME OF DIRECTOR/PARTNER/PROPRIETOR
 - 1.
 - 2.
 - 3.
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. GSTIN Registration No. (Enclose copy).
9. Permanent account Number (Enclose copy).
10. Service Tax Registration 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. 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 when done	Value of work done

(Enclose certificates/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 Ahmedabad/Gandhinagar:

SR. NO.	ADDRESS	NAME OF RESPONSIBLE PERSON	QUALIFICATION OF RESPONSIBLE PERSON

Place:

Date:

Signature of Proprietor/

Partner/Director with Seal

Enclosures ☐ Copy of GSTIN Certificate.

☐ Copy of PAN.

☐ Copies of Balance Sheet for last 3 years.

☐ Solvency Certificate.

☐ Certificate/Proof/Copy of work orders from references.

☐ ISO 9001 Certificate

Annexure – P

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

Date :

**To:
Bank of India
Information Technology Department
1th Floor, Bank of India Building
Sector -16, Gandhinagar – 382 016**

Gentlemen,

**Annual Maintenance Contract of Computer hardware
of various Branches and Gandhinagar Zonal Office.**

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 _____ 2024.

(signature)

(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 registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY 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 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 to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

Place:
Date:

Authorised Signatory
Name:
Designation:
Office Seal:

STAMP PAPER OF Rs. 300/-

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

This agreement made on _____ 2024 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 COMPANY") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the hardware / electronic equipment (hereinafter called EQUIPMENT) listed in **Annexure – B** of the tender hereto as amended from time to time, subject to the Bank Paying charges to the company on the following terms and conditions:

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

1. COMMENCEMENT AND TERM:

- 1.1 This agreement is effective and valid for the **period for one year** from date of acceptance of contract. 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 under clause 1.1 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 from **ANNEXURE-B** of the tender of this agreement during the currency of this agreement. In the event that individual items of EQUIPMENT are withdrawn from **ANNEXURE-B** of the tender, as described herein, then any monies prepared on such EQUIPMENT shall be held to the credit of Bank's account, Payment for any inclusion/deletion of computer, printer, scanner, and other peripherals during the AMC period will be calculated on pro-rata basis.

2. CHARGES:

- 2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein, are indicated in Annexure B attached. Successful vendor would be required to take stock of the inventory within 30 days 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 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-E(i)** of the tender.
- 2.3 All 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 thereupon be deemed to be amended to provide the same to Bank as if such terms were incorporated herein and are applicable hereto.

3. REPAIR AND MAINTENANCE SERVICE:-

- 3.1 During the term of this agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
- A. THE COMPANY 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 i.e. from 9.30 A.M. to 6.30 P.M. on all bank 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 company 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 COMPANY 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 COMPANY shall keep sufficient stock of spares at Bank's premises and at the premises of THE COMPANY.*** Provided that if THE COMPANY is required to replace consumables, being printer ribbon, magnetic tape reels, cartridges, cables, adapters, cassettes, exchangeable disc packs, floppy disc, printer heads, carriage block (for dot matrix printers) carriage block (for desk-jet printers), these will incur an additional charge.
- B. The COMPANY shall provide maintenance for Operating Systems, installation or reinstallation /devices and updation of software like MS Office, Open Office, Bank's licensed version of Anti-virus trend micro, AD active directory, Biometric, Rajbhasa unicode, digital pension, CKYC, outlook-MMS, CERSAI, PBK Software, Ilink finacle, CTS, barcode, Finacle 10, DMS Application, onguard, McAfee Agent, DWP, Scanning utility and other software provided by bank. Also the vendor is required to configure/ convert all the systems to domain (Active Directory)

whenever the operating system is reinstalled in the machines. Installation and configuration of peripherals like printers, modems etc. as required by the Bank from time to time. The Bank will provide all the required software. The maintenance service covers the onsite maintenance of the operating system, software installation, installation of patches, data recovery, pre-emptive actions against virus spread, and detection/removal of virus, configuration of internet / e-mail, configuration of applications (client/server), connection of computers/laptops to peripherals like printers, scanners, modems and multi-media projectors for presentation. Also, during the visit by the service engineer for PM or routine service call, the field engineer must cross check whether all the users are logged on AD and no anonymous users are logged in the system. If found, users are to be disabled and to be mandatorily logged on in AD environment.

- c. No additional charge is payable to THE COMPANY for servicing the hardware maintained at places other than at the Bank's building at Gandhinagar Zonal Office, Gandhinagar.
- D. THE COMPANY shall equip all engineers with mobile phones, at company's cost.**
- E. Two resident service engineer to be available at our strategic branch's locations – Bhuj and at Gandhinagar Zonal Office- on all working days (Monday to Saturday) during the office hours from 9:00 AM to 7:00 PM (other than bank holidays). The engineer may also have to work on holidays and after office hours if necessary. The engineer should be equipped with mobile phone at vendor's cost for quick communication. If the engineer is given leave by the company, a suitable replacement will have to be provided. In addition to the engineer, we will require a call coordinator who will register, assign, track and monitor all calls for all the above locations. It will be the duty of call coordinator to ensure all calls are closed within specified time limit.**
- F. THE COMPANY shall provide repair and maintenance, in response to oral, including telephonic notice by bank, immediately (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clauses 3.1(A) above.
- G. THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 16 Business hours of being informed of the same.
- H. THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to the BANK in proper working condition for 98% of the time in every month.
- I. THE COMPANY shall ensure that in the meantime between failures (including any malfunctioning, breakdown or fault) 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.
- J. 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 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 quarter during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing THE COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.**

- K. 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.
- L. Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repairs and maintenance service described herein.
- M. 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 company's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the COMPANY'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. *Every working day company shall share the details of pending calls with bank IT Team, at Zonal office.*
- N. THE COMPANY shall provide replacement hardware e.g. PCs, Servers, Printers, etc. while taking any hardware out of the premises for repairs.
- 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 purpose of performing the repair and maintenance services indicated in this agreement.
- 3.4. However if Bank desires to shift THE EQUIPMENT to a new site and install it thereof urgently, THE Company shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and THE COMPANY shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on THE COMPANY. BANK and COMPANY may agree to amend charges for the maintenance service after shifting of the equipment to the new site.
- 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 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 (E), (F), (G) and (H), only the proportionate maintenance charges for that period during the month will not be considered payable by Bank without prejudice to the right of the Bank to terminate the contract as per the clause 11 hercafter. In such event THE COMPANY was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the COMPANY shall refund the amount forthwith to Bank on demand by Bank.
- 3.7 **Penalties for deficiency in Service:** In case of delay in resolution of the calls logged is beyond 24 hours from the time of the call logging, the vendor, penalties will be levied as under:

PC/Desktop/Thin Client- Rs. 300/- per machine/per day
All type of Printers & peripherals- Rs. 250/- per machine/per day

The maximum penalty will be capped at 20% per Quarter of the Quarterly AMC Charges, however, Bank will review the performance of service on quarterly basis and if dissatisfied, the AMC contract shall be terminated.

In order to avoid penalty, the vendor may provide alternate device of similar configuration in good working condition to the Bank, so that the Bank's work is not affected. *Vendor has to return back the original hardware within 15 days after necessary repairs in proper working condition. If vendor fails to deliver the original hardware within 15 days then penalty as mentioned in Para 16 of TCC, Annexure-A shall be imposed*

- 3.8 On account of any negligence, commission or omission by the engineers of the COMPANY and if any loss or damage caused to the Equipment, the COMPANY shall indemnify/pay/reimburse the loss suffered 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 (one) 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 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.

8. CONFIDENTIALITY:

- 8.1 THE COMPANY acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, 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 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. 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. In the event of any loss to the Bank in divulging the information by the employees of the COMPANY, the bank shall be indemnified. The COMPANY agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.
- 8.2 THE COMPANY/Bank will treat as confidential all data and information about the Company/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

9. LIABILITY AND INDEMNITIES:

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

10. BUSINESS TERMINATION:

- 10.1 In the event that THE COMPANY shall cease to conduct the business in the normal course or winding up order if any made or make a general assignment for 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 of statute of any country or state relating to insolvency or the protection of right or rights of creditors, then (at the option of the Bank notwithstanding clause 1.1 of the agreement) this agreement shall forthwith stand terminated and any property or rights of such other party, tangible or intangible shall forthwith be returned to the other.

11. TERMINATION OF THIS AGREEMENT:

- 11.1 This agreement may be terminated by either party in any of the following circumstances:
- a) Under the provisions of clause 1.1 of this agreement, unless renewed by mutual consent of the parties thereto.
 - b) If Bank does not make payments due to THE COMPANY under this agreement in terms of clause 2.1 and 2.2 above.
 - c) Under the provision of clauses 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.
 - e) Under dissatisfaction of performance rendered.

12. ARBITRATION:

- 12.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration as per provisions of Arbitration and Reconciliation Act, 1996. Also arbitrator may be appointed by the consent of both the parties or in case of disagreement, each party may appoint an arbitrator and the said arbitrators shall appoint another arbitrator as chairman who shall preside over the proceedings. The decision of the arbitrator(s) shall be final. Such arbitration to be governed by the provisions of the Indian Arbitration Act of 1996. The Arbitration proceedings shall be held at Mumbai and will be conducted in English.

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.
- 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 acknowledges that it has read this agreement, understands it, and agrees to be bound by it.
- 13.4 The words importing the singular include the plural and vice versa.
- 13.5(a) The Company shall solely be responsible for all wages and payment (including statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose. The Company also shall be liable to may call payments to its employees including salaries and other allowances or for any kind of income, taxes or benefits. The company alone shall file applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services and the company will make all required payments and deposit of taxes in a timely manner.

The company also represents that it has taken all necessary permissions/registrations under the law in force including the contract labour regulation act for employing the people and further undertake to make all statutory payments to Competent Authorities required to be made in connection with its employees.

- 13.5(b) The Bank shall have no liability whatsoever for any injury to company's employees, agents or representatives suffered while on duty or in the Bank's premises or anywhere else and including without limitation of liability or any damages suffered which results from the malfunction of any equipment belonging to Bank.

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

Seal of the company affixed in the
Presence of Shri _____ (Director)
and Shri _____ (Director)

of the Company(in accordance with
the Articles of Association of the Company)

(Authorized Signatory)

Bank by its representative:

(Authorized Signatory)

TERMS OF INVOICES SUBMITTED BY THE COMPANY

In case of quarterly charges to be paid by bank.

The COMPANY shall submit to Bank their invoices along with the service reports on the basis of the hardware actually serviced for payment of the above periodical charges on completion of each period during the term of this agreement. Such invoices will be payable by Bank within ten (10) days of receipt (subject to the provision clause 3.6 of this Agreement)

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

Seal of the COMPANY affixed in the

Presence Shri (Director)

And Shri (Director) of

The Company (In accordance with the
Articles of The Association of the Company (Authorized Signatory)

Bank by its representative: (Authorized Signatory)