

Central Bank of India

Regional Office, Pune

"Request For Quotation (RFQ)"

Reference Number PUNE: RO: RCC: 2021-22:01

Dated: 24/02/2022

For Annual Maintenance Contract

for

Hardware and Peripherals installed at various Branches & Offices Under jurisdiction of Regional Office, Central Bank of India, Pune Camp, Pune

Cost of the Tender : ` 500/- (Rupees Five Hundred only)



Central Bank of India invites sealed tender offers from eligible, reputed service providers for comprehensive Annual Maintenance Contract (AMC), as Third Party Maintenance for Computer Hardware & Peripherals at 53 branches / offices within the jurisdiction of PUNE Regional office with effective from 1st April 2022.

Earnest Money Deposit (In the form of DD) of `25,000/- will have to be deposited along with bid.

We invite sealed quotations from vendors for Comprehensive Annual Maintenance of **Computers** (CPU, Monitor, Keyboard & Mouse), Laptops, Printers (excluding Printer Heads for all types of Printers) & Scanners and software support (L1 support for warranty hardware) at different branches/ Offices of Central Bank of India in Pune Region as third party maintenance, as specified in this document.

Instructions & the Terms & Conditions to the vendors in relation to the AMC offer are given in Annexure I. Vendor will have to furnish unconditional compliance for all terms and conditions of AMC offer.

The details of the Systems / Computers available for AMC are given in **Annexure II**. The list of hardware is subject to new additions / deletions at the agreed rate.

Requisites to the Technical Bid are given in Annexure –III. Bidders should ensure that all pre-requisites are being full filled by them. Incomplete/non-full fulfillment shall be liable to rejection out rightly.

Format of Quotation for AMC (TCO) is given in **Annexure –IV**.

<u>Please note that the vendors having franchise arrangement for maintenance & support</u> <u>shall not be eligible to quote.</u>

A complete set of tender document may be purchased by any interested and eligible tenderers upon payment of a non-refundable fee of `500/- (Rupees Five Hundred only) by demand draft in favour of "Central Bank of India, RO, Pune" and payable at Pune.

The copy of tender document may be obtained from Central Bank of India, Regional Office, Regional Computer Centre, 317, Second Floor, M.G.Road, Camp, Pune - 411001. Copy of the tender document may also be downloaded from our website <u>www.centralbankofindia.co.in</u>. The details are given below:



क्षेत्रीय कार्यालय / Regional Office, पुणे / Pune

Tender Reference	RO/RCC/PUNE/RFQ/2019-20/01 Dated 24/02/2022
Cost of Tender Copy	`500/-
Earnest Money Deposit (In the form of DD)	`25,000/ -
Date of commencement	25/02/2022
Last Date and Time for receipt of	17/03/2022 at 15:00 Hrs. (only on
tender offers	working days)
Date and Time for opening of Technical Bids	19/03/2022 at 12:00 Hrs.
Date and Time for opening of Commercial Bids (For	Date and time will be communicated
successful Bidders of Technical Offers only).	separately to the successful bidders.
Address of Communication for submission of Tender	Regional Manager, Central Bank of
Documents	India, Regional Office, 317, Mahatma
	Gandhi Road, camp, Pune – 411001
	Maharashtra
Contact Number	020-26131611, 26131612, 26131614
	08390902285, 9850601103, 9923200364
	rccpunero@centralbank.co.in

Technical Specifications, Terms and Conditions and formats for submitting the tender offer are described in the tender document and its Annexures.

(C.S.GEETHA) Chief Manager



1. Invitation Offer System

Bidders may either obtain copy of offer documents from our office or same may be downloaded from our website. Bids should accompany Demand Draft of `500/- (non-refundable) towards Tender Document's cost.

Vendors having franchise arrangements are not eligible to quote.

2. Two Bid System Tender

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given above, **on or before the last date mentioned above.** All envelopes should be securely sealed and stamped. Only one Quotation shouldbe submitted by one vendor.

Both envelopes must be super-scribed with the following information:

- Type of Offer (Technical / Commercial)
- Tender Reference Number
- Due Date
- Name of Vendor & mail id with contact number

2.1 ENVELOPE-I (Technical Offer):-

The Technical offer should be complete in all respects and contain all information asked for, except prices. The technical offer **should not contain any price information**. The T.O with any price information anywhere is liable to be rejected. The T.O. should be complete to indicate that all products and services asked for are quoted as per **Annexure II**.

2.2 ENVELOPE-II (Commercial Offer):-

Quotation /Offer should give all relevant price information as per **Annexure – III.**

Both Quotations (Technical & Commercial) must be submitted, **on or before 15:00 hours on 17/03/2022** giving full particulars in **sealed envelope** at the Bank's address given below:-

Senior Regional Manager,

Regional Office, Central Bank Of India,

317, Second Floor, Mahatma Gandhi Road,

Camp, Pune - 411001 Maharashtra

Delay in submission: Delay in submission of any part arising due to postal on any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage in transit in case of postal delivery / delivery through courier service /delay in delivery.



क्षेत्रीय कार्यालय / Regional Office, पुणे / Pune

All tenders where any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

The unit rate for AMC amount for each and every item should be quoted and final total should also be incorporated in annexure. Any Quotation found to contain incomplete informationis liable to be rejected outright.

It is expected from bidders that they furnish the required documents only. Tenders having unwanted/ undesired/ irrelevant documents shall be liable to reject out rightly.

2.3 In case of only two bids received in tender, we will proceed for Tender process subject toqualification of both the Bids in technical criteria.

3. Eligibility of the Vendor

- **3.0** Bidder should be a registered company/ firm with valid ISO 9001:2015 quality services certification in the relevant fields of IT hardware AMC having an annual turnover of **Rs 3 Crore** in Hardware/maintenance business per year in the last two financial years. Please furnish supportive documents. In case of Micro and Small and Medium Enterprises (MSMEs), relaxation in turnover criteria i.e. annual turnover of **Rs 2 crore** in Hardware/maintenance business for the last one financial year (Documentary proof for company registered in Micro and Small and Medium Enterprises (MSMEs) required).
- **3.1** The Bidder should have at least 5 years of experience of taking third party AMC of Hardware and out of which at least 3 years' experience should be of PSU Banks/RBI/RRB. Relevant documents of work orders are to be attached for verification along with satisfactory performance certificate for previous years issued by Public Sector Banks/RBI/RRB.
- **3.2** The Bidder should have minimum 10 qualified and experienced engineers on their payroll stationed at office / service center. They should have sufficient support personnel to support IT infrastructure on their own without resorting to sub-contracting in part or full / rendering support of any sort **through franchises will not be acceptable**. Details of one (1) dedicated resident engineer should be given with Technical Bids who will be stationed at Regional Office, Pune.
- **3.3** The Bidder should be of financially sound condition. Audited Balance Sheet and Profit & Loss account statement for the last three years to be submitted.
- **3.4** The firm should have applicable tax registrations i.e. PAN, TIN, GST of Maharashtra (Submit Proof).
- **3.5** Vendor should have an office in Pune city (Maharashtra). And should render their services around Pune district on call. Supportive documents must be attached.
- **3.6** Applicant/Firm should not be blacklisted by any Govt. Authority or Public Sector Undertaking (PSU)/RBI. The vendor should give an undertaking on their letter head that they have not been black listed by any of the Govt. Authority or PSU/RBI as on date.



4. Quotations

The vendor must ensure that all the items as specified in this offer are quoted for. Unit-wise rates & total amount should be quoted for each item. Grand total for all items must also be incorporated in Annexure. The vendor must also ensure that they are in a position to undertake the work specified.

5. Non-transferable Offer

This Offer document is not transferable. Only the party, who has purchased/ submitted this offer document, is entitled to quote.

6. Validity of Offer

The offer will be valid for a minimum period of thirty days from the date of submission.

7. Address of Communication

Any communication in this regard should be made to the following office:-

Senior Regional Manager,

Regional Office, Central Bank Of India,

317, Second Floor, Mahatma Gandhi Road,

Camp, Pune - 411001 Maharashtra

8. Modification and Withdrawal of Offers

The Bank has a right to modify / alter the Offer and the terms thereon, before the closure of the Offer. The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

9. Evaluation and acceptance

- i) Offers received within the prescribed closing date and time, will be opened by Bank's Committee appointed for the same, bidders may present at the time of opening of the bid.
- ii) Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
- iii) Bank reserves the right to reject a bid offer under any of the following circumstances:
- iv) If the bid offer is incomplete and / or not accompanied by all stipulated documents
- v) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP
- vi) If there is a deviation in respect to the technical specifications of hardware items.
- vii) The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.
- viii) Bank reserves the right to call details on how the cost of bid is being utilized by vendors on various components like replacement of parts & manpower cost etc. Failing to provide satisfactory supportive documents and evidences to Bank, Bank reserves right to deny / award contract even if vendor is eligible as L1 vendor, may be black listed and no future



contract will be awarded to such vendor.

ix) The Bank reserves the right to appoint more than one vendor looking to spread of branches in rural areas.

10. Preliminary Scrutiny

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether items are quoted as specified. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers.

11. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the Bank.

12. No Commitment to Accept Lowest or Any Other Offer

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

13. Make and Models of the equipment

The details of the equipment's are mentioned in the Annexures II. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A vendor must quote unit rate for each item. Post AMC allotment, the hardware units are subject to addition or removal at the contracted rate.

14. Details of Spread

Bank Branches under Pune Region are located in Pune district, Bank reserves the right to give AMC of all or some branches of the Region to One or more Vendor.

15. Format for Offer (TCO)

The offer must be submitted in suggested format as per Annexure III.

16. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.

17. Costs & Currency

The offer must be made in Indian Rupees only and should inclusive of all duties, excluding taxes etc.



18. No Negotiation

It is absolutely essential for the vendors to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest quoting vendor, whose offer is found to be other-wise in order.

19. Right to Alter Quantities

The Bank will be free to either reduce or increase the quantity to be by 25% on the terms and conditions. The Bank also reserves the right to place further / repeat order on the same terms and conditions within a period of 12 months from the date of purchase order.

20. Price Variations and Supply of Spares

The price quoted by the vendor should be valid for a minimum period of sixty days. The vendor must give an undertaking along with the quotes to provide service commitment along with availability of spares for a minimum period of one year.

21. Procedure for Lodging the Complaint by Branches

The tender should be specific about the procedure to lodge complain by branches (Viz by mail, phone, mobile etc.). Escalation matrix must be shared along with contact person's name, contact number and e-mail ID.

22. Hardware Ref. Number

All Hardware (under AMC) should be identified by the vendor, unique ref. no. should be allotted to each Hardware. Branch wise detailed list of such Hardware with unique ref. no. should be provided by the vendor to all branches & Regional Office.

23. DOCUMENTS TO BE SUBMITTED

Documents required in Techno Commercial Bid.

- 1. Request for Quotation Covering letter as per Annexure-IV
- 2. Letter of undertaking as per Annexure-V
- 3. Compliance Statement & Acceptance of the terms and conditions as per Annexure-VI
- 4. Address Details along with contact Numbers of the Vendor as per Annexure-VII
- 5. Self-declaration on company letter head with authorized sign & seal regarding non-blacklisting should be provided as per Annexure-IX
- 6. Non-refundable document fees of `500/- through Demand Draft as mentioned above (clause B.18)



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Regional Office, Pune

Annexure - I

Terms and Conditions of the AMC offer

1. SCOPE:

- **1.1** AMC offer is of Facility Management Service (FMS) and Comprehensive in nature, as comprehensive AMC is proposed the selected vendor(s) will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz damage due to external factors (robbery, arson, rioting, and willful damage). Damage due to electrical/voltage problems will not be in the scope of force majeure clause.
- **1.2** The cost of all hardware parts and equipment which have to be replace or repair should be borne by the vendor.
- **1.3** Non repairable parts like Keyboard, Mouse etc. must be replaced at vendors cost.
- **1.4** Vendor should provide **two dedicated engineers** for Central Bank of India, one at Regional Office Pune. The residence Engg should have Degree / Diploma Certificate from recognized university and have 3 years' experience of handling and resolving issue in PSU Banks/RBI/RRB. Another Engg required on field locations of pune Region.
- **1.5** The vendor should have registered with EPF and ESIC for these supportive documents are necessary.
- **1.6** The bidder should have executed at least 3 AMCs with value Rs 10,00,000/- and above (Rs. Ten Lacs and above)
- **1.7** The AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines and will include supply and replacement of unserviceable parts, at vendor's own cost on quarterly basis.
- **1.8** The parts to be replaced will either be new parts or equivalent to new parts.
- **1.9** Any maintenance of normal system related software, i.e. System Software, Application Software and Operating System (O/S) / Virus related problems to be taken care by the vendor and all software will be provided by Bank Only.
- **1.10** In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor.
- **1.11** All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- **1.12** The vendor shall maintain adequate spare machines and other spares to facilitate any temporary replacement.
- **1.13** The Computer Systems/machines shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- **1.14** In case some parts cannot be repaired on-site and are taken by the vendor to their factory site for necessary repairs etc., standby arrangement for the equipment has to be made by the vendor. Proper gate pass arrangements should also be followed for movement of hardware.



2 DAYS OF SERVICE:

- 2.1 The provision, by the vendor, of maintenance / support services will be confined to the Banks normal working hours on all normal working days
- 2.2 However, no additional charges / cost will be paid if the maintenance / support services are required beyond normal working hours in case of exigencies.

3 DURATION OF CONTRACT:

- 3.1 The contract shall initially be valid for a period of one year.
- 3.2 Upon expiry of the period of contract, the same can be renewed for further maximum two tenures (each tenure is of 12 months) upon satisfactory performance of vendor as well as such terms and conditions as may be mutually acceptable to the Bank and the Vendor, and also subject to the Para 3.3 mentioned hereunder.
- 3.3 If the vendor desires or does not desire to renew the period of existing contract, he shall express his desire to renew or not renew the contract, by giving three months prior notice before the expiry of the contract.

4 CARE OF THE EQUIPMENT:

- 4.1 The Bank shall give the vendor full access to the Computer system/machines to enable the vendor to provide Facility Management Service (FMS) and Comprehensive maintenance service.
- 4.2 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 4.3 The vendor shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 99% of the time in every month.

5 **MOVEMENT OF EQUIPMENT**:

- 5.1 The bank reserves right to move any equipment from the place of installation to any other location, under intimation to the vendor.
- 5.2 In case the Computer Systems/machines are moved for the purpose of maintenance/repairs, such costs/charges shall be borne by the vendor.
- 5.3 The Bank shall pay maintenance charges for all the Computer Systems/machines, irrespective of the fact that the vendor for providing maintenance service as per the contract moves any one or more Computer Systems/machines.
- 5.4 The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/ machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately.

6 **PAYMENT OF CHARGES**:

- 6.1 Maintenance charges will be payable post facto on quarterly basis i.e. after the submission of visit reports from respective branches at RO level.
- 6.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.



- 6.3 The vendor shall draw invoices for payment of quarterly maintenance charges on Regional Office level on the basis of actual quantity of hardware bill stamped and signed at branches.
- 6.4 Maintenance charges payable by the Bank are inclusive of all duties, excluding GST, TDS etc. TDS will be deducted as per rules.
- 6.5 Vendor has to execute the AMC agreement with the Bank (Regional Office level) without any exception within 15 days from the acceptance of Annual Maintenance Contract order. A copy of agreement is annexed to this document (Annexure-VIII). No deviation from the terms and condition given in AMC agreement is acceptable to the Bank.
- 6.6 Payment of Maintenance charges will be paid by the Bank on quarterly basis after completion of respective quarter based on actual inventory in various Departments and Sections of Regional Office. No payment will be released in absence of AMC agreement and/or a Performance Bank Guarantee (PBG). The vendor has to submit PBG for an amount of 10% of total AMC value with claim period upto 31st March 2023
- 6.7 Except the payments mentioned in this para, no other payments are payable by the Bank to the vendor.

7 EARNEST MONEY DEPOSIT:

Earnest Money Deposit (In the form of DD) of `25,000/- per Region (i.e. Two DD's of `25,000) will have to be deposited along with bid.

8 Uptime Guarantee & OBLIGATIONS OF THE VENDOR:

- The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 99% of the time in every month
- The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement
- > The normal working hours of the Bank are from 9.45 a.m. to 5.45 p.m. on all weekdays and all Saturdays except 2nd and 4th Saturdays of a calendar month
- The vendor do hereby undertake to attend break-down calls on the same working day. Calls should be attended and completed within 24 hrs.
- In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs
- The vendor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

1	Gateway PC	Rs. 500/-
2	Desktop PC	Rs. 500/-
3	DMP Printers (136 col. & 80 col.)	Rs. 300/-
4	Passbook Printers	Rs. 500/-
5	Laser / Ink Jet Printer	Rs. 500/-
6	Scanner	Rs. 200/-

In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank from the Vendor in addition to the penalty to be levied for the delay.

9 ASSIGNMENT:

All rights, liabilities and obligations are non-transferable and any transfer/assignment of the same can be done only mutually.

10 TERMINATION:



The vendor may terminate the contract by giving three months' notice in writing. However, the Bank may terminate the contract by giving one month's notice. Maintenance charges payable, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the vendor provided the maintenance service.

11 FORCE MAJEURE:

As Facility Management Service (FMS) and Comprehensive AMC is proposed the selected vendor(s) will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz damage due to external factors (robbery, parson, rioting, willful damage). Damage due to electrical/voltage problems will not be in the scope of force majeure clause.

12 GENERAL:

The vendor shall be required to sign an Agreement as per Bank's Standard Format incorporating various terms & conditions. Annexure VIII



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Regional Office, Pune

ANNEXURE II

DETAILS OF HARDWARE EQUIPMENTS AVAILABLE FOR AMC at Pune Region

SN	ITEMS	MAKE/MODEL	CONFIGURATION & OPERATING SYSTEM	Units
1	GATEWAY PCs	HCL/ ACER/ WIPRO/ LENOVO (i3/ Intel Pentium IV equivalent & core2 Duo) and other similar Brands	OS -Windows Server 2008 or higher	30
2	DESKTOP PCs	HCL/ ACER/ WIPRO/ LENOVO/Dell	Vista, Windows 7 or 10, or Higher version	74
3	DESKTOP PCs		Windows 7 or Higher(only for OS & application support)	74
4	136 COL. DOT	TALLY T2340,LIPI, T2250,		1 1
	MATRIX PRINTER	EPSON DLQ-3500, TVS Platina DP 5000, LQ-1150,		9
		and other similar Brands		
5	80 COL. DOT	EPSON LQ-300+II. LQ-310		49
-	MATRIX	TVS MSP series	-	
	PRINTER	and other similar Brands	-	
6	PASSBOOK PRINTER	EPSON PLQ-20.OLIVETTI PR2 Plus		48
		LIPI PB2, and other similar Brands		
7	LASER JET PRINTER	HP LaserJet 1020 plus /1106/1108/ Pro 400 M401d SAMSUNG ML2851ND/ ML2161CANON and other similar Brands		68
0				- ED
8	SCANNERS	Epson/CANON/ BEARPAW/ HP and other similar Brands	Epson v30 or V39, Canon Lied 100/ 110/ 120 , HP Scanjet G3110	53



ANNEXURE -III

Bid for Commercial Offer-

FORMAT OF QUOTATION FOR EQUIPMENTS AVAILABLE UNDER AMC for Pune Region

		No.of		Total Amount
Sr No	Items	No of	AMC RATE PER UNIT	Total Amount
		Units	(Amount in Rs.)	(Amount in Rs.)
1	GATEWAY PC	30		
2	DESKTOP PC (H/W & S/W)	74		
	DESKTOP PC – Software			
3	support for OS & other	74		
	applications installed			
4	136 COL DMP PRINTER	49		
5	80 COL DMP PRINTER	49		
6	PASSBOOK	48		
7	LASER PRINTER	68		
	-			
8	SCANNER	53		
_				
_	Resource 8 Hrs. Daily			
9	working (Yearly Charges)	1		
	TOTAL			
	TOTAL			
L		l	1	



क्षेत्रीय कार्यालय, पुणे

Regional Office, Pune

ANNEXURE -IV

REQUEST FOR QUOTATION COVERING LETTER

То

Regional Manager Central Bank of India 317, Second Floor, M.G.Road, Pune Camp, Pune 411 001.

Sir, Reg.: Our Quotation for Third Party AMC for Computer Peripheral/Hardware.

We submit herewith our Commercial Quotation Document.

We understand that:

- 1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- 2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- **3.** If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Dated at	this	day of	2022.
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Yours Faithfully

For_____

Signature:_____



क्षेत्रीय कार्यालय, पुणे

Regional Office, Pune

Name:_____

ANNEXURE -V

LETTER OF UNDERTAKING

То

Regional Manager Central Bank of India 317, Second Floor, M.G.Road, Pune Camp, Pune 411 001.

Sir,

Reg:- Our Quotation for Third Party AMC for Computer Peripheral / Hardware -Undertaking of Authenticity for components / parts / assembly.

Ref:- RO/RCC/PUNE/RFQ/2019-20/01 Dated 24/02/2022

With reference to our bid for Third Party AMC for Computer Peripheral Hardware being quoted vide your RFQ notice cited above, we hereby undertake that all the components / parts / assembly / software will be used for maintenance of computer peripheral shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts assembly / software are being used or shall be used. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware including Software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

Signature Designation Seal of Company Date & Place:



Regional Office, Pune

ANNEXURE -VI

COMPLIANCE STATEMENT

DECLARATION

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender.

Business detail		(Amt in Crore)	
Name of Company	Turnover (2019-20)	Turnover (2020-21)	Profit/Loss

Attach supported document (Balance sheet)

	AMC provided at				
Sr. No.	Bank Name Service Period		d Remarks, if any		

Attach supported document (Banks certificates)

Support Center Detail			
Company Name	Address of Support Center at Pune		

We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this tender. (Any deviation may result in disqualification of bids).

> Seal & Signature of Bidder Annexure-VII



Address Details along with contact Numbers (Tel.no, email-ids) of the Vendor

Registered Address of the Vendor	
Local Office /Branch Office Address at PUNE	
Contact Details of the vendor along with Escalation matrix	
List of Employees / Engineers on Payroll alongwith technical qualification provided as an annexure to this declaration	YES / NO

Signature & Seal of Company

Annexure-VIII



क्षेत्रीय कार्यालय, प्णे

Regional Office, Pune

AGREEMENT

WHEREAS the Bank is desirous of entering into a Comprehensive Annual Maintenance Contract (hereinafter referred to as "AMC") for the Computer Systems/printers/machines (more elaborately described in the Schedule hereunder mentioned) for a period of ______ to

AND WHEREAS the Contractor has submitted its proposal to provide such Maintenance service to the Computer Systems/machines of the Bank, and also represented to the Bank that they have the necessary expertise and experience in making available such maintenance service.

AND WHEREAS the Bank has accepted the proposal of the Contractor for AMC for Maintenance service to the Computer Systems/machines of the Bank, subject to the terms and conditions mentioned here in under.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE FOLLOWING:

1. **SCOPE**:

- Installation of operating systems (Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), Oracle Server, Oracle client, antivirus packages and other application tools as desired by Bank at client systems.
- ii) Maintain and configuring windows advanced server Domain controller. Creating and maintaining of users and other related activities under windows server / client operating systems
- iii) The systems support should include the trouble shooting for O.S. (i.e. Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), creating and deleting of network ID, network rights management, configuration management etc. The vendor shall carry out a quarterly Preventive Maintenance (PM) in all the computer systems and systems accessories included in AMC. Bank will not make payment if contractor default PM during quarter.
- iv) AMC contract will also include updating of antivirus software, upgradation of OS in desktop as well as server and other software updation as per bank's need wherein media & necessary updates will be provided by the Bank.
- v) This AMC shall consist of preventive and corrective maintenance of the Computer Hardware and will include supply and replacement of unserviceable parts, at vendor's own cost.



- vi) All parts of Computer systems, Laser Printers / DeskJet Printers / Dot Matrix Printers (Printer cables, Printer Knobs, Printer heads, Paper Guide, Power codes, cables, Power adapter, I/O lets, Network equipment's, drums, Laser Printer fuser Assembly set, Paper tray(s), all plastic parts etc.,) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.
- vii) The Vendor shall keep sufficient spare parts like Hard Disk, Mother Board, Memory, Printer Parts, Key Board, Mouse etc., as standby spare in our Office (preferably at Regional Computer Centre). The Contractor required to maintained 5% stock of hardware for adhoc need (Standby) during AMC for Bank (at Bank Premises).
- viii) The vendor has to visit Bank's Regional Office, M. G. Road, Pune Camp, Pune and with the coordination of Regional Computer Centre, take an inventory of Hardware & Peripherals as per AMC awarded and discrepancies, if any, should be brought to the knowledge of Regional Computer Centre in writing with in a period of one week from the date of commencement of AMC period.
- ix) The Vendor has to depute permanent resident engineer on all working days at Regional Office, Pune at Vendor's own cost and expenses.
- x) The Vendor shall arrange monthly visit of their Area Manager and Regional Manager with Officials of Regional Computer Centre, Pune.

Other Terms & conditions:

- 1. Any parts replacement will either be new parts or equivalent to new parts.
- 2. All maintenance / repairs shall be attended by the vendor or authorized personnel of the vendor.
- 3. The Computer Systems / machines shall continue to remain covered during transit as well as at the new location, when moved for maintenance or for any other purpose with the knowledge of the vendor.
- 4. In case the Computer Systems / machines are moved for the purpose of maintenance, such costs / charges shall be borne by the vendor.
- 5. In case of scheduled equipment being shifted to any other locations maintenance shall continue to be applicable.
- 6. In case of any up-grade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.
- 7. Bank may replace the scheduled equipment under maintenance and also may purchase new components. In case of such replacements, if any, the payment for the remaining System / Equipment will be made on pro rata basis.
- 8. In case within the contract period, for any reasons, the systems under maintenance are disposed off by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.
- 9. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period.
- 10. The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction / interpretation thereof shall be that of the



appropriate Court in Pune. The jurisdiction of any other Court other than Pune is specifically excluded.

2. Uptime Guarantee

- 2.1 The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 99% of the time in every month
- 2.2 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement
- 2.3 The normal working hours of the Bank are from 9.45 a.m. to 5.45 p.m. on all weekdays and all Saturdays except 2nd and 4th Saturdays of a calendar month
- 2.4 The vendor does hereby undertake to attend break-down calls on the same working day. Calls should be attended and completed within 24 hrs.
- 2.5 In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs
- 2.6 The vendor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

Sno	Particulars	Cost of Penalty
1	Gateway PC / Servers	`500/- (Max ` 5,000/-)
2	PC/ Desktop	`500/- (Max ` 5,000/-)
3	DMP Printers (136 col & 80 col)	` 300/- (Max ` 3000/-)
4	Passbook Printer	` 500/- (Max ` 5000/-)
5	Laser / Ink Jet Printer	` 500/- (Max ` 5000/-)
6	Scanner	`200/- (Max `1000/-)

In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank from the Vendor in addition to the penalty to be levied for the delay.

3. Terms of Payment

The Bank shall pay amount per unit of Computer hardware / peripherals, towards AMC charges for the maintenance of the Computer Hardware / peripherals as per actual number of Hardware & Peripherals. Indicative quantities of various items have been mentioned below:



क्षेत्रीय कार्यालय, पुणे

Regional Office, Pune

			AMC charges	Total amount of
			per Unit	AMC for H/W
				item
		No. of	(Rs.)	
Sr. No.	Item of Hardware	Units		(Rs.)
			(excl.	
			applicable	(excl. applicable
			taxes)	taxes)
		(A)	(B)	C = (A) * (B)
1	Server / GWPC*	30		
2	Desktop PC	74		
	Docktop DCc for			
2	Desktop PCs for	74		
3	OS & Application	74		
	support			
4	Laptop	2		
4	сартор	2		
5	Laser Printers	68		
5		00		
	MFP (Multi-			
6	function Printers)	49		
7	Scanner	48		
	Total **			

- Payment of Maintenance charges will be paid by the Bank on quarterly basis after completion of respective quarter based on actual inventory. No payment will be released in absence of AMC agreement and/or a PBG.
- The vendor shall draw invoices for payment of quarterly maintenance charges.
- No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- Maintenance charges payable by the Bank are exclusive of all duties, taxes etc. The payment would be made after deducting necessary taxes applicable, if any.
- Except the payments mentioned in this Para, no other payments are payable by the Bank to the vendor.

4. Termination

- Bank reserves the right to discontinue the Annual Maintenance contract for maintenance of equipment's at one-month notice. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice of 1 Month.
- Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period.



5. Confidentiality

- 5.1 The vendor shall not divulge to any person including other divisions, subsidiaries or groups of the vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communications and strictly confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the vendor and he shall be liable for further damages.
- 5.2 The vendor shall not encourage or partake in any form of software piracy during the contract period.
- 5.3 The vendor shall take all possible precautions to prevent the introduction of any proliferation of any forms of network hacking at BANK.
- 5.4 The vendor shall not take BANK as reference to their prospectus or clientele for any purpose.

6. DURATION OF CONTRACT:

- 6.1 This contract shall be valid and remain in force for a period commencing from 01-January-2022 to 31-December-2022 (both days inclusive).
- 6.2 Upon expiry of the period of this contract, the same may be renewed for a further period of one year and upon such terms and conditions as may be mutually acceptable to the Bank and Contractor, and also subject to the para 6.3 mentioned hereunder.
- 6.3 If the contractor wants to renew the period of this contract, then it shall, by giving two months prior notice before the expiry of this contract, expresses its desire to renew the contract.
- 6.4 Bank reserves the right to discontinue the Annual Maintenance contract for maintenance of equipment at one-month notice. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.
- 6.5 Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period

7. CARE OF THE EQUIPMENT:

- 7.1 The Computer system/printers/machines should be used by the Bank in accordance with the specifications specified in the user manual.
- 7.2 The Bank shall give the contractor full access to the Computer system/printers/machines to enable the contractor to provide comprehensive maintenance service.
- 7.3 The Bank shall provide suitable working space/facilities to the contractor for storage of maintenance equipment, spare parts and spare machines for our requirements

8. MOVEMENT OF EQUIPMENT:

8.1 No equipment shall be moved from the place of installation to any other location,



except by the contractor or with the information to the contractor.

- 8.2 All costs/charges in respect of moving the Computer Systems/machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines are moved for the purpose of maintenance, such costs/charges shall be born by the contractor.
- 8.3 Maintenance charges, as per clause 11 hereunder, shall be paid by the Bank for all the Computer Systems/machines mentioned in the schedule hereunder, irrespective of the fact that any one or more Computer Systems/machines are moved by the contractor for providing maintenance service as per this contract.
- 8.4 The obligations of both the Bank and contractor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines.

9. **EXEMPTIONS**:

- 9.1 If any major upgradation of any one or more Computer Systems/printers/machines is done by the Bank, without the consent of the contractor, then for those Computer Systems/printers/machines the contractor's liability under this contract ceases.
- 9.2 If any work done by the Bank external to the Computer Systems/machines, such as attachments etc., then for that attachment the contractor's liability under this contract ceases.
- 9.3 The liability of the contractor, under this agreement, to render maintenance service to Computer Systems/machines does not extend to:
 - a) Any electrical wiring external to the Computer Systems/machines
 - b) Any repair of malfunction or damage due to accident, transportation neglect, failure of or use of non-standard electrical power, air-conditioning or parts.
 - c) Furnishing rubber parts and consumable like paper stationery, print bands, platens, ribbons, floppy diskettes, magnetic tapes & cartridges, Suppliers painting or refurbishing the machines or making specification changes.
- 9.4 If any one or more Computer Systems/printers/machines needs maintenance service of the contractor resulting only due to work of alteration in the machine done by persons other than the personnel of the contractor, then for that Computer Systems/machines the contractor's liability under this contract ceases.
- 9.5 The liability of the contractor under this contract does not include rendering any service which poses a safety or health hazard.

10. PURVIEW OF THIS CONTRACT:

It is specifically stated that, apart from what is stated in other clauses of this agreement, this AMC.

- 10.1 The cost of Replacement/Repairs of Printer Head.
- 10.2 Any maintenance of normal system related software.

11. PAYMENT OF CHARGES:

- 11.1 The Bank shall pay, as per approved unit rates and actual number of hardware / peripherals being used under this contract.
- 11.2 Payment of Maintenance charges commences from the date of execution of this



agreement.

- 11.3 Maintenance charges will be payable at the end of the quarter i.e. quarterly basis.
- 11.4 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- 11.5 The contractor shall draw invoices for payment of quarterly maintenance charges.
- 11.6 Maintenance charges payable by the Bank under this para are inclusive of all duties, taxes etc.
- 11.7 Charges or additions in Computer Systems/printers/machines features may result in change in minimum maintenance charges, which will have to be finalized with the mutual discussions.
- 11.8 Expect the payments mentioned in this para, no other payments are payable by the Bank to the contractor.

12. OBLIGATIONS OF THE CONTRACTOR:

Notwithstanding anything contained in this agreement, the contractor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

Sno	Particulars	Cost of Penalty
1	Gateway PC / Servers	` 500/- (Max ` 5,000/-)
2	PC/ Desktop	`500/- (Max ` 5,000/-)
3	DMP Printers (136 col & 80 col)	` 300/- (Max ` 3000/-)
4	Passbook Printer	` 500/- (Max ` 5000/-)
5	Laser / Ink Jet Printer	` 500/- (Max ` 5000/-)
6	Scanner	`200/- (Max `1000/-)

In case of delay / inability of the contractor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank in addition to the penalty to be levied for the delay.

13. ASSIGNMENT:

The rights, liabilities and obligations as per the terms and conditions of this agreement are nontransferable and any transfer/assignment of the same can be done by either party only with the prior consent of the other party.

14. **TERMINATION:**

This contract may be terminated by either party to the contract by giving one month due notice, and in which case maintenance charges payable, as per para 11 above, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the contractor provided the maintenance service.



15. FORCE MAJEURE:

- 15.1 The contractor shall not be liable for any loss, damage, injury or delay which is due to fault or causes beyond the control of the contractor or force majeure (but subject to all other clauses of this agreement) such as acts of god, government direction, Riots, War, Civil commotion, sabotage, fires, lightening, floods, earthquakes, explosions or other catastrophes, epidemics, quarantine, restrictions, strikes, lockouts, and other labour troubles, embargoes, theft of material of the contractor, or other transportation delays beyond the control of the contractor.
- 15.2 In the circumstances mentioned in para 15.1, the contractor shall not be liable for any loss of profit, consequential damages or any claim or demand by the Bank or by any other party, even if the contractor has been advised by the Bank of the possibility of such damages.

16. **ARBITRATION**:

16.1 Both parties agree that if any dispute, difference, claim or any other question involving or arising out of this agreement, same may be resolved peacefully among themselves. If the parties are not able to resolve any such dispute, difference, claim or any other question involving or arising out of this agreement, among themselves, then same may be referred to a sole arbitrator to be appointed by mutual consent, and the arbitration proceeding shall be conducted in English & in accordance with Indian Arbitration and Conciliation Act, 1996. However, if either party wants to obtain any interim protection from a competent Court of law, till the appointment of and obtention/rejection of such orders by the sole arbitrator, then they are at liberty to do so.

Subject to para 16.1, both the parties agree that the Courts of Mumbai shall have an exclusive jurisdiction to try and decide any dispute, difference, claim or any other question involving or arises out of this agreement between the parties to this agreement, and further agree that this agreement is governed and construed as per the laws of Republic of India.

17. GENERAL:

- 17.1 Both the parties hereby agree that any notice to be served (as per the terms and conditions of this agreement) on either party may be sent by Registered Post Acknowledgment due or by courier service, or by Fax.
- 17.2 This agreement together with any attachments herewith signed by both parties shall constitute the entire binding contract between the Bank and the contractor. The terms and conditions of this agreement shall prevail notwithstanding any terms and conditions in oral agreement or in any other documents unless specifically agreed upon in writing and attached herein. Further any variation of the terms and conditions of this agreement shall be in writing by way of supplemental agreement.
- 17.3 Both the parties agrees that, nothing in this agreement shall be construed as establishing or implying any relationship of (i) employer & employee, (ii) Agency, or (iii) Partnership, either between the contractor and the Bank or between the personnel of the Contractor and the Bank, as the case may be.

17.4 The contractor hereby agrees that any duties and obligations, liabilities etc., that may be imposed by Contract Labor Act or any other labor laws in force, for employment of



any person by & on behalf of contractor for rendering the maintenance service as per this agreement, are to be exclusively complied by the contractor himself and hence Bank is not liable for the same.

IN WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES & SEAL ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

FOR AND ON BEHALF OF M/S _______Sd/-() Contractor.

FOR AND ON BEHALF OF CENTRAL BANK OF INDIA

Sd/-

(Mr/Mrs_____)

Bank.



Annexure-IX

Format for undertaking, to be furnished on company letter head with regards to blacklisting/Non-Debarment by organization.

UNDERTAKING REGARDING BLACKLISTING/ NON- DEBARMENT

Τo,

Senior Regional Manager Central Bank of India 2th Floor, Regional Office, 317, M.G.ROAD, PUNE CAMP PUNE-411001

Sir,

We hereby confirm and declare that we, M/s _____

is not blacklisted/ de-registered/ debarred by any Government department/ Public sector undertaking/ Private Sector/ institute/ or any other agency during the last 3 years.

For _____

Authorized Signatory with Seal

Date:-

Note:-

Commercial Bid should be submitted in separate & securely sealed envelopes with super-scribed as "Commercial Bid for Pune Region". Only one Technical Bid & Commercial Bid should be submitted for both Regions. There is no need to submit separate bids for both Regions.