



**Reserve Bank of India  
Department of Information Technology  
Lucknow.**

Date: May 09, 2019

**Notice Inviting Tender For Annual Maintenance Contract for Undertaking  
of Maintenance of Computer Hardware, Software and Peripherals, RBI,  
Lucknow.**

**Regional Director, Reserve Bank of India invites applications in sealed cover/envelope for Tender for Annual Maintenance Contract for undertaking of Maintenance of Computer Hardware, Software and Peripherals, Reserve Bank of India, Lucknow.**

2. The detailed information regarding tender and the application form can be accessed at the '**Tenders**' section of the RBI website ([www.rbi.org.in](http://www.rbi.org.in)) or can be obtained from Reserve Bank of India, Department of Information Technology, 8-9 Vipin Khand, Gomti Nagar, Lucknow on any working day from 10:00 hours to 14.00 hours up to May 30, 2019.

3. The last date for submission of completed application forms is May 31, 2019 up to 13.00 hours to the office at the address as stated in Para 2 above.

4. The Reserve Bank of India, Lucknow reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Note:** All the tenderers must note that any amendments / corrigendum to the e-tender, if issued in future, will only be notified on the website of RBI as given above and will be not published in the newspaper.

**Regional Director  
Reserve Bank of India  
Lucknow**

### Schedule of Tender

<b>SL NO</b>	<b>Description</b>	<b>Date</b>	<b>Time</b>
<b>1</b>	Advertisement and Application Available Date	May 09, 2019	<b>10.00 Hrs</b>
<b>2</b>	Pre –Bid Meeting	May 22, 2019	<b>15:00 Hrs</b>
<b>3</b>	Last Date for Submission of Application at RBI, Lucknow	May 31, 2019	<b>13.00 Hrs</b>
<b>4</b>	Opening of Technical Bids	May 31, 2019	<b>16.00 Hrs</b>
<b>5</b>	Opening of Commercial Bids	June 03, 2019	<b>15.30 Hrs</b>

**Reserve Bank of India  
Department of Information Technology  
Lucknow**

**Tender Notice**

**Annual Maintenance Contract for undertaking of Maintenance of Computer Hardware, Software and Peripherals at Reserve Bank of India, Lucknow**

Separate Technical and Commercial Bids in sealed covers and super scribed as "Quotation for AMC of Computer Hardware and Peripherals - Technical Bid" and "Quotation for AMC of Computer Hardware and Peripherals - Commercial Bid" respectively are invited from the firms who are engaged in providing Maintenance service for Computer Hardware, Software and Peripherals. Details of Computer Hardware, Software and Peripherals are given in [Annexure I](#). The list is indicative and not exhaustive.

**Nature of Work:**

Onsite Annual Maintenance Contract (AMC) of Computer Hardware Heterogeneous makes/models of Servers, Computer systems, Peripherals, Laptops, Printers, Scanners, Projectors etc. and Computer Software

**Place of Work:**

Computer Hardware and Software installed at Reserve Bank Of India, Lucknow. List of Location has been provided in [Annexure-II](#)

**Bid Security:**

Vendor shall deposit an Earnest Money Deposit (EMD) of Rs. 25,000/- in the form of demand draft drawn on "The Regional Director, Reserve Bank of India " and payable at Lucknow to be enclosed with Technical Bid., which shall be refunded in the event of (i) Completion of commercial bid evaluation for vendors other than L1 or (ii) Commencement of AMC and submission of 10% Performance Bank Guarantee of the consideration amount in case of L1 vendor. Interest shall not be paid on the EMD. Bids submitted without EMD will be rejected during evaluation of eligibility criteria.

**Time Allowed:**

Initially for a period of one year commencing from July 1, 2019 to June 30, 2020, after 1<sup>st</sup> year, the contract may be extended on a yearly basis for a period of maximum two years, subject to receipt of yearly satisfactory performance report duly certified by the users, on the same terms & conditions and without any price hike.

1. A pre-bid meeting has been scheduled on May 22, 2019 at 3:00 PM in Department of Information technology, Reserve Bank of India, 8-9 Vipin Khand, Gomti Nagar, Lucknow-226010. The intending tenderers may attend pre-bid meeting for clarifications, if any, with respect to submission of Tender.
2. The tender shall be submitted in two part (Part I and Part II) in separate sealed covers/envelopes, clearly indicating on the sealed cover/envelope "Part I- Quotation

for AMC of Computer Hardware and Peripherals - Technical Bid” and “Part II “Quotation for AMC of Computer Hardware and Peripherals – Commercial Bid”. These two said sealed covers/envelopes to be packed in a single sealed cover. The said single sealed cover shall be super scribed “Annual Maintenance Contract for undertaking of Maintenance of Computer Hardware, Software and Peripherals at Reserve Bank of India, Lucknow” and addressed to Regional Director, Reserve Bank of India, 8-9 Vipin Khand, Gomti Nagar, Lucknow-226010. Telegraphic, Fax and E-mail tenders shall not be entertained and accepted. The full name, postal address, e-mail address and telefax/telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alteration shall not be valid unless confirmed by the tenderer’s signature. All the copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

Tenderers are advised to use the forms (tender document) issued by the Bank. The format of Commercial Bid is given in [Annexure X](#). However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned. The Bank reserves the right to reject an offer on account of any deviation at any stage.

3. This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender. The preparation of tenderer’s proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the tenderer proposal is accepted or rejected. All information included by the tenderer in their proposal will be treated in strict confidence.
4. Any alterations / modifications or changes to the entries in the Tender Documents shall be made by a separate covering letter duly signed by the necessary parties, otherwise no alterations / modifications or changes to entries in the Tender Documents shall be entertained and the Tender Documents shall be construed as without any such alteration / modification / changes. Any decision of RBI in this regard shall be final, conclusive and binding on the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times.
5. The Tender should be addressed to the Regional Director, Reserve Bank of India, 8-9 Vipin Khand, Gomti Nagar, Lucknow 226010 and should reach at the earliest, but not later than 1300 Hours on May 31, 2019. The Technical Bid would be opened first and only those tenderers, who fulfill the terms and conditions, will be eligible for participating in the Commercial Bid. Prior intimation shall be given to the eligible tenderers before opening the Commercial Bid. The offer should be valid for three months from the date of opening of Commercial Bid (price list) of the tender.

6. The Terms and Conditions are stated in [Annexure III](#). The Technical Bid should include [Annexure IV to IX](#) duly completed and supported with the required documents. All the documents should be indexed, flagged and page numbered.
7. The Reserve Bank of India, Lucknow is not responsible for non-receipt of quotation within the stipulated date and time due to any reason including any holiday or postal delay.
8. The Bank reserves the right to reject all/part or any of the quotations without assigning any reason thereof. No correspondence in this regard will be entertained.

The detailed tender is available at <http://www.rbi.org.in> under the heading “Tenders” or can be collected from Reserve Bank of India, Department of Information Technology, 8-9 Vipin Khand, Gomti Nagar, Lucknow 226010 on any working day from 10:00 hours to 14:00 hours up to May 30, 2019. The last date for submission of completed forms is May 31, 2019 up to 13:00 hours.

For any clarification, please contact Manager, Department of Information technology, Reserve Bank of India, Lucknow on Phone 0522- 2307979 or E Mail [sysadminlucro@rbi.org.in](mailto:sysadminlucro@rbi.org.in).

Encl: [Annexure I to X](#)

Regional Director  
Reserve Bank of India  
Lucknow  
Date: May 09, 2019

**List of Annexures:-**

- I. Scope of work- Details of Computer Hardware/Software/Peripherals
- II. List of Properties of the Bank
- III. Terms and Conditions for AMC
- IV. Company Profile
- V. Compliance Matrix
- VI. Details of Engineers
- VII. Details of Repair Centers
- VIII. List of AMC assigned to the Vendor
- IX. Format of Undertaking
- X. Format of Commercial Bid

**Annexure - I**

**Part (a) Details of Systems under AMC/ Warranty mentioned in the table below:**

<b>DESCRIPTION</b>	<b>UNDER AMC</b>	<b>UNDER WARRANTY</b>	<b>TOTAL</b>
<b>PCs</b>	156	181	337
<b>Printers</b>	16	93	109
<b>Laptops</b>	3	33	36
<b>Projectors</b>	3		3
<b>Scanners</b>	4	21	25
<b>TV</b>	10	2	12
<b>I Pad</b>		1	1

**Note: Actual no. of units may vary at the time of placing order.**

### **Part (b) Details of Computer Software**

<b>Sr. No.</b>	<b>Description</b>
1	Acrobat Reader
2	MS Outlook
3	MS Office
4	Windows 2008 Server
5	Windows 2012 Server
6	Windows 7 Professional
7	Windows 8 and Windows 10
8	Oracle

### **Part (c) Technical Support for Operating Systems**

- Windows Server 2008, Windows Server 2012 and above
- Windows Desktop Operating Systems (Windows 7, Windows 8, Windows 10, Mac OS and above)

## **Annexure - II**

### **List of Properties of the Bank where AMC services shall be provided**

1. Reserve Bank of India, 8-9, Vipin Khand, Gomti-Nagar, Lucknow-226010
2. Reserve Bank of India Staff Quarters, Sector-J, Aliganj, Lucknow-226024
3. Reserve Bank of India Officers Quarters, Laplace, Hazratganj, Lucknow-226001

The Bank reserves the right to add or delete sites/properties to the list of properties of the Bank above.



**Terms and Conditions for the Annual Maintenance Contract**

**A. Eligibility Conditions**

1. The bidder should be in the business of maintenance of Computer Hardware its Peripherals and Software at least for the last 3 years.
2. The bidder should be having minimum annual turnover of Rs. 50 lakhs during the last three years. The bidder should be profitable during each of the last three years. Copies of Balance Sheet duly certified by its auditors are to be enclosed.
3. The bidder should have provided AMC of Servers/PCs/Laptops/Printers etc. to at least two Financial Institutions/Banks/Government sector/ PSU during the last 3 years for an amount not less than Rs 5 Lakh each contract per year. The details should be furnished in the [Annexure-VIII](#) with the copy of W o r k orders and customer satisfaction report.
4. The Tenderer should have appropriate support relationship (channel partner, service partner etc.) with OEM (Original Equipment Manufacturer like HP and Dell) of the items mentioned in the [Annexure I](#). In case the Bank requires the bidder shall enter into appropriate support relationship with other OEMs, so as to ensure that priority support level from OEM is available to vendor for problem resolution. Bidder must produce documentary evidence towards these arrangements.
5. The bidder should have applicable tax registrations (PAN, TIN, GST, IGST etc.).
6. The bidder should have an office in Lucknow.
7. Bidder should have adequate technical staff in Lucknow with expertise, certifications for dealing in Windows server (2008 and above) operating systems, Novell Servers operating systems, Windows desktop operating systems (Windows 7, windows 8, Windows 10, etc.)
8. The bidder should have Repair Centre at Lucknow duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99.5% uptime for servers, 99% uptime for PCs and peripherals. Details of Repair Centers should be indicated in [Annexure-VII](#).

The bidder meeting the above eligibility conditions should only submit their Quotation in sealed covers. The Technical Bid shall include documentary proof in respect of each of the above-mentioned requirements. Technical bids of a bidder who fails to fulfill any of the above condition shall not be considered.

## B. Financial Terms & Conditions

1. The Commercial Bid should be submitted in the format given in [Annexure X](#). The bid should be submitted against each item so given in the list. **Commercial Bid should not contain any conditions.**
2. The scope of coverage of the AMC will be for the computer hardware and peripherals for all the items listed in [Annex - I](#) of the tender document. Technical support for software listed in [Annex - I](#) must also be provided. There are machines which are covered under warranty as well as which are out of warranty. Even machines under warranty will be requiring L1 support of engineers for call logging, shifting, co-ordination with OEM etc. A separate rate may be quoted for machines under warranty. On expiry of warranty, such systems will be automatically brought under the scope of the AMC and payment will be done on a pro-rata basis for the period of actual AMC for that systems. In the event of reduction of systems, the same shall be removed from the contract and the amount shall be reduced on a pro-rata basis. **The AMC will not be awarded in parts.** The rate quoted should also cover the maintenance of operating system, software installations, configuration of application (connection of computer to projector for presentation).
3. All the prices quoted shall be in Indian Rupees, and the same shall not be subjected to any price escalation for at least three years. The prices quoted shall be inclusive of all taxes imposed by Central/State Government/Local Bodies like custom duty, excise duty, local levies, Service tax, GST etc. **as applicable**. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the tenderer.
4. The Payment towards maintenance charges will be made at quarterly interval after completion of the quarter. The bill should be submitted at the end of each quarter along with satisfactory report certified by IT Cell Officials of the Bank.
5. The tenderer shall deposit an Earnest Money Deposit of Rs. 25,000/- in the form of Demand Draft drawn in the favor of "Regional Director, Reserve Bank of India" payable at Lucknow to be enclosed with Technical Bid, which shall be refunded in the event of (i) Completion of commercial bid evaluation for vendors other than L1 or (ii) Commencement of AMC and submission of 10% Performance Bank Guarantee in case of L1 vendor. No interest shall be paid on the EMD. Bids submitted without EMD will be rejected during evaluation of eligibility criteria. In such cases of rejection, no communication shall be made with the tenderer.

### **C. General Terms & Conditions Scope of Work**

1. The Bank has a heterogeneous (make/model) set of servers, Computers, Laptops, Printers, Kiosks, Projectors and Scanners. The servers operate on Windows 2008/2012 Server as operating system. The Bank also has a heterogeneous (make/model) set of computers (either diskless nodes or disk nodes) and laptops with Windows Window7/Window 8/ Windows 10 as operating system, set of printers {Network Laser Jet Printers (color and black & white), desktop laser jet printers, desktop ink jet printers, line printers, Office Jet printers, dot matrix printers, All in One Printers}, Projectors, Interactive Panel, e-book readers and Scanners. These computer systems will be covered with a comprehensive AMC contract under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of components, surface cleaning of machines will have to be carried out. Further, it covers comprehensive annual maintenance of laptops & computers deployed at Banks Properties as specified in [Annexure-II](#).
2. To replace old & defective parts with new & genuine OEM parts at no extra cost to the Bank. In the case of printers, the toner/cartridge alone will be considered as consumable and replaced by the Bank. If any other part is considered as consumable by the tenderer, the same may be factored in the rate quoted.
3. To undertake shifting and reinstallation of equipment's, if required. Shifting of machines will be done at no extra cost. No separate travel, handling or carriage cost will be borne by the Bank while servicing the systems in properties mentioned in [Annexure – II](#).
4. To ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within two hours of lodging the complaint by the Bank, failing which the tenderer shall provide, at its own cost, requisite hardware/software to ensure business continuity.
5. All repair/replacement and servicing of equipment will have to be carried out at Bank's locations as specified by the Bank. If the fault is serious in nature and requires the support of Repair Centre, thereby necessitating shifting of the equipment, the vendor shall arrange shifting/transportation, installation, re-installation, loading of software packages (both the operating system and application software, if any) at no extra cost to the Bank.
6. Vendor shall, upon direction of concerned officials, configure Outlook/ install application software/ make configuration changes in the equipment covered under AMC, at no extra cost.
7. Necessary technical assistance and advice should be extended by the bidder to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem in accessing various software applications on the computer systems, etc.

8. The bidder shall provide comprehensive maintenance services covering both preventive as well as corrective maintenance, for all systems covered under AMC. Under corrective maintenance the vendor shall rectify any defect, fault and failure in the systems and shall repair, replace any worn out, defective part of the systems, at no extra cost to the Bank. For Printers except cartridges and for Projectors except lamps, all other replacements shall be done at no extra cost to the Bank. For all other IT systems such as PCs, Laptops, Scanners etc. all the components of the equipment, excluding non-functional parts such as plastic casings and covers, shall be covered under this agreement. In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same brand/model or a higher compatible configuration part.
9. Preventive Maintenance activity shall be carried out which will include updating of patches/service packs, carrying out systems diagnostic test and taking remedial action, etc. During the AMC period, the vendor shall provide at least, one preventive maintenance schedule, per quarter for all the systems.
10. The Bank has automatic anti-virus updating system. However, the bidder shall be responsible for checking/ ensuring updation of anti-virus files on all machines covered under the AMC, if required.
11. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other intellectual property rights of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
12. The vendor shall maintain an inventory of spare parts which should include at least the following:-
  - One complete PC with CD-ROM/writer
  - Keyboard - 2, Mouse - 2, Laser jet printer - 1
  - All necessary spare parts to ensure 99 % uptime for Bank's servers are also to be kept.
13. The vendor shall arrange for regular monthly cleaning of hardware using dry vacuum air brush and soft muslin clothes. A record of the same shall be maintained and produced to IT Cell. The tenderer is required to take utmost care while cleaning the systems and in the event of any damages to the systems, the tenderer shall be liable for the damages as determined by the Bank.

#### **Deployment of Engineers**

14. The vendor shall arrange at least two qualified Resident Engineers (REs) including one team leader in the Bank premises. Out of these two RE, One should be a B.Tech / Degree in Computer Science and must have minimum of three years' post qualification experience in hardware peripherals and various operating systems who will also serve as the team leader and management of Helpdesk. Remaining should be a Degree/Diploma holder with three years' post qualification experience

in hardware peripherals and in various operating systems who together with the team leader will carry out all the preventive, corrective maintenance and trouble shooting.

The REs shall report to the Information Technology Cell on all working days during office hour's i.e between 9:30 AM to 6:00 PM. However, under special circumstances, Resident Engineers including Team Leader may be required to attend to work for extended hours, be it working day or on Holiday as per the requirement of the Bank.

15. List of engineers on rolls of the firm with qualification & experience should be given as per [Annexure VI](#)
16. The vendor will provide mobile phones to the Resident Engineers and the contact numbers shall be shared with the Bank.
17. The travelling expenses of Resident Engineers will be borne by the vendor.
18. The vendor should not rotate their Resident Engineer frequently. In case of unavoidable circumstances, the vendor shall inform the Bank in writing well in advance about the change or replacement of Resident Engineer.
19. The vendor shall ensure that character and antecedents of Resident Engineers are verified from police authority (on annual basis) before their deployment. The vendor shall also pass on instructions/advise to the Resident Engineers/workmen as regards dress/uniform and the vendor shall ensure that the Resident Engineers/workmen should be properly dressed (decent dress) while on duty in the Bank premises.
20. The Vendor shall provide insurance cover to its workmen/ REs in the Bank. The workmen/ Resident Engineers or their legal heirs shall not claim any insurance/job benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.
21. The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other Labour Laws prevailing in the country and the Bank is not responsible for violation of any of the provisions of Labour Laws by the Vendor and the Vendor will make good the loss caused to the Bank due to non-compliance with any of the provisions of Labour Laws or any other Law by the Vendor. In the event of any liability arising because of any breach or non-compliance of statutory requirements by the contractor, the Bank has the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.
22. NON DISCLOSURE - The vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's, etc. which may come to the possession or

knowledge of the vendor directly or indirectly through his Resident Engineers/workmen during the course of discharging its contractual obligation in connection with this agreement, to any third party and shall at all times hold the same strictest confidence. The vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or comply with applicable laws. The contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the employer i.e Bank. The vendor shall also ensure that the same be adhered by his Resident Engineers/ workmen also. The vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as the breach of the contract on the part of the vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The vendor shall take all appropriate actions with respect to its employees to ensure the obligation of non-disclosure of confidential information under this agreement is fully satisfied. The vendor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.

23. **Risk and Cost:** In the event of any breach by the vendor or in the event of early termination of the contract, the vendor shall be fully liable to risk and cost in addition to any other remedy whichever the Bank may have under the contract.

#### **Others**

24. A health card shall be maintained for all equipment covered under AMC. The vendor shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/ maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded.

25. The Vendor will manage the call management system and ensure that all minor/major service calls are logged, and ticket generated. The vendor will provide a Monthly Call Analysis report & also a Quarterly MIS to DIT.

26. The bidder shall ensure 99.5% uptime for server, 99% uptime for PC and peripherals covered under the AMC. If during any quarter, the vendor does not maintain the uptime of the equipment/s, proportionate maintenance charges shall be deducted from the amount to be paid for that quarter.

27. The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission, commission or negligence by the vendor. The damage could be to the equipment/property either covered or not covered under AMC.

28. The selected bidder shall be required to sign an AMC agreement and the applicable stamp duty will be borne by the vendor. The AMC agreement will have to be signed within a week from the date of issue of order by the Bank, as per the terms and conditions stipulated by the Bank.

29. The Bank and the tenderer shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiation, Reserve Bank of India, Lucknow and the tenderer are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration by invoking the provisions of the "Arbitration and Conciliation Act, 1996" by appointing sole arbitrator with the mutual consent of the parties. In case the parties do not agree to the appointment of sole arbitrator, each party will appoint its arbitrator and the arbitrators so appointed shall appoint a presiding arbitrator to decide the dispute between the parties under contract. The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder shall govern the arbitration proceedings. The venue of the arbitration shall be at Lucknow.

30. All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of courts at Lucknow only.

31. The Bank shall have the right to inspect company's site to assess infrastructure before awarding the Comprehensive AMC and the Bank may reject it in the event of dissatisfaction of company's infrastructure or otherwise.

32. The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.

33. If in the opinion of the Bank, the vendor or its agents/employees/resident engineers etc. have committed any breach of terms and conditions mentioned herein and/or rendered unsatisfactory services, the agreement can be terminated at the sole discretion of the Bank without any notice or any compensation in lieu thereof.

34. Without prejudice to the above, agreement can be terminated by either parties with one month notice from Bank's side and two month notice from vendor's side.

35. During the notice period for termination of the contract, the vendor shall keep on discharging his contractual obligations till the expiry of the notice period, if so desired by the Bank. It shall be duty of the vendor to remove all his persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any nuisance/hindrance/disruption/problem of any nature in or around the premises of the Bank or other places/properties of the Bank as enumerated in [Annexure II](#) above.

36. This tender is not transferable and under no circumstance the successful bidder shall be allowed the sub-contractor with any other person/party/vendor/firm/contractor.

37. In case the contracting firm/vendor is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract such tenderers will be liable to pay the damages (risk & cost) to the Bank including the cost which the Bank will have to incur for getting such work done and the security money would also be forfeited. In such an event the Bank reserve the right to debar the contractor from any further dealing with the Bank.

38. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderer will result in rejection of their tenders. No communication shall be made in this regard.

### **Penalty**

39. If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of Rs. 150/- for each unit of systems and Rs. 500/- for servers may be imposed on the contractor and the same shall be deducted from the dues payable under this AMC. The Bank shall be entitled to appropriate / adjust the amount of penalty from the security deposit and the contractor shall make good deficiencies in the security deposit within 7 days of the receipt of Notice from the Bank. In the event the amount of penalty for all the instances exceeds Rs .10,000/- the Bank reserves the right to terminate the contract and the contractor shall be liable to risk and cost therefrom.

40. If the machines supplied are not attended for repair or problem are not rectified within 10 days from date of registration of call, the Bank reserves the right to get such defective machines repaired from third party vendor and the amount spent for such repair would be deducted from AMC charges.

41. Penalty shall also be levied for the absence of resident engineer at the rate of Rs.400 per day.

42. If regular monthly cleaning of hardware is not adhered to, a penalty of Rs. 3,000/- per month may be imposed on the contractor and the same shall be deducted from the dues payable under this AMC.



## Company Profile

Sr. No	Items	Details		
1.	Registered name of the company			
2.	Address of the Registered Office	Address Telephone Fax Email		
3.	Address of the office at Lucknow	Address Telephone Fax Email		
4.	URL of Vendor's website			
5.	Name and designation of The authorized official responding to this request			
6.	Contact telephone, fax number and E-mail address of the authorized official	Mobile Phone Fax E-mail		
7	Type of Company (Whether Private Ltd. or Public Ltd.) Copy of Certificate of registration should be provided.			
8.	Details of applicable tax registration numbers (PAN, TIN, GST, etc.)			
9.	Financials:  i. Turnover a. Total: of which from AMC of computers  ii Profit: a. Total: of which from AMC of computers	2015-16	2016-17	2017-18
	iii Copies of audited balance sheet & Profit and Loss A/c for the last three years to be			

Sr. No	Items	Details		
	enclosed			
10	Full address of service control repair centre in Lucknow .			
11	a. Name of the Officer in-charge of the Repair Centre b. Designation c. Telephone No. d. Mobile No. e. Fax No. f. E-mail			
12	Whether Repair Centre is company owned / franchise a. No. of permanent technical Staff b. type of repair / service work attended to c. Any type of repair / service work that cannot be attended to in this Repair Centre d. If so, where will these repairs be undertaken			
13	Are there any terms and conditions stipulated by the Bank which cannot be adhered to by the vendor			
14	Whether the vendor has a valid license issued under the Contract Labor Act, 1970? If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason.			

<b>Sr. No</b>	<b>Items</b>	<b>Details</b>
15	Whether there is legal action being taken against vendor for any cause in any legal Jurisdiction.	
16	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the Company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix	

**Compliance matrix****Annexure - V****A. Eligibility Criteria**

**Please Note: *Documentary evidence in each of the following points must be attached.***

<b>Sr. No</b>	<b>Terms and Conditions</b>	<b>Compliance (Yes/No)</b>	<b>Deviation, if any</b>
1.	The firm should have valid ISO 9001:2000 certification for AMC of computer and peripherals.		
2.	The firm should be in the business of maintenance of Computer Hardware, Software and its Peripherals at least for the last 3 years.		
3	The firm should be having annual turnover worth Rs. 50 lakhs during each of the year 2015-16, 2016-17 and 2017-18.  Copies of Balance Sheet duly certified by CA to be enclosed.		
4	The vendor should have provided AMC of Servers/PCs/Laptops/Printers etc. to at least two Financial institutions/Banks/Government sector/ PSUs, for an amount not less than Rs.5 lakh per year for each company during the last 3 years. The details should be given in the <a href="#">Annexure-VIII</a> with a copy of customer orders and customer satisfactory report.		
5	The Tenderer should have appropriate support relationship (channel partner, service partner etc.) with OEM (Original Equipment Manufacturer) of the items mentioned in the <a href="#">Annexure I</a> . so as to ensure that priority support level from OEM is available to vendor for problem resolution. Vendors must produce documentary evidence towards these arrangements.		
6	The firm should have applicable tax registrations (PAN, TIN, GST, IGST, STR etc.) supported by documentary evidence.		
7	The vendor should have an office in Lucknow.		
8	Bidder should have adequate technical staff in Lucknow with expertise, certifications for dealing in Windows		

Sr. No	Terms and Conditions	Compliance (Yes/No)	Deviation, if any
	Server (2008 and above) operating systems, Linux/Novell Servers operating systems, Windows desktop operating systems (Windows 7, windows 8 and above.)		
9	The bidder should have Repair Centre at Lucknow equipped with adequate technical staff and equipment for repair work so as to ensure at least 99.5% uptime for servers, 99% uptime for PCs and peripherals. Details of Repair Centers should be indicated in <a href="#">Annexure-VII</a> .		

#### Other Conditions

Sr. No	Terms & Conditions	Compliance (Yes/No)	Deviation, if any
1.	The AMC shall be effective and valid for a period from July 1, 2019 to June 30, 2020. It may be renewed further on a yearly basis for two more years by mutual consent of both the parties, in writing, on the same terms & conditions without any price rise.		
2.	All the prices quoted shall be in Indian Rupees and not be Subject to any price escalation. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and all Central/ State Government levies, taxes and Duties.		
3.	The Payment towards maintenance charges will be made at quarterly interval after completion of the quarter. The bill should be submitted at end of each quarter along with satisfaction report from concerned users/ officials at each location.		
4.	Maintenance services shall be provided by the bidder for the items as listed in <a href="#">Annexure I</a> located at various sites of the Bank as listed in <a href="#">Annexure II</a> . The Bank reserves the right to add or delete items/sites to the list. The same will be communicated to the vendor in writing.		
5.	The bidder shall provide comprehensive maintenance services covering both preventive as well as corrective Maintenance, for all assets covered under AMC. Under corrective maintenance the vendor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, at no extra cost to the Bank with new OEM parts. All the components of the equipment, excluding consumables and non-functional parts such as plastic casings and covers, shall be		

Sr. No	Terms & Conditions	Compliance (Yes/No)	Deviation, if any
	covered under this agreement. In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same or higher brand/model.		
6.	Preventive Maintenance activity shall include updation of patches/service packs, carrying out systems diagnostic test and taking remedial action, etc. During the AMC period, the vendor shall provide at least one preventive maintenance schedule per quarter for all the systems.		
7.	The Bank will have support arrangements with the OEMs for the Patches/bug fixes on the operating systems. The bidder shall be responsible for updation of security patches on operating systems which should be done immediately upon their release by the Principal after taking due permission from Bank's officials.		
8.	The bidder shall repair/replace parts at Bank's location only. If the fault is serious in nature and requires the support of Repair Centre, thereby necessitating shifting of the equipment, the vendor shall arrange shifting/transportation, installation, re-installation, loading of software packages (both the system and application software, if any) at no extra cost to the Bank.		
9.	Vendor shall arrange at least three qualified Resident Engineers (REs) including one team leader in the Bank premises. Out of these three RE, One should be a B Tech / Degree in Computer Science and must have minimum of five years' post qualification experience in hardware peripherals and various operating systems who will also Serve as the team leader and management of Helpdesk. Remaining two should be a Degree/Diploma holder with three years' post qualification experience in hardware peripherals and in various operating systems who together with the team leader will carry out all the preventive, corrective maintenance and trouble shooting. The engineers will be stationed at RBI, Gomti Nagar Lucknow The working hours for Resident engineers on weekdays, i.e. from Monday to Friday, will be from 9.30 AM to 5:30 PM. However, under special circumstances, All Resident Engineers including Team Leader may be required to attend to work for extended hours, be it working day or Holiday as per the requirement of the Bank. The engineers shall report to the Information Technology Cell, Lucknow on all working days during office hours. The vendor will provide mobile phones to the Engineers.		

Sr No	Terms & Conditions	Compliance (Yes/No)	Deviation, if any
10.	<p>The vendor shall maintain an inventory of spare parts which should include at least the following :-</p> <p>One complete PC with CD-ROM/writer  CD-ROM - 2, Keyboard - 2, Mouse - 2, Laser jet printer - 1  All necessary spares to ensure 99 % uptime for Bank's servers are also to be kept.</p>		
11.	<p>The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of the Bank. In case of any violation of this condition, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or from the security deposits.</p>		
12.	<p>The vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within two hours of lodging the complaint by the Bank, failing which the vendor shall provide, at their own cost, requisite hardware/software to ensure business continuity.</p>		
13.	<p>The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or</p>		
14.	<p>The vendor shall ensure that all materials as well as information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether confidential and proprietary data or not, whose disclosure to or use by third parties may cause damage or loss to the Bank, shall at all times be held in strictest confidence. The vendor shall not make use of the same other than for discharging its obligation as per AMC and to release it only to those employees who require it for discharging the obligation arising out of the AMC and not to any other party. The vendor shall confirm that appropriate action shall be taken as regards its employees to ensure that the obligation of non-use and non-disclosure of confidential information is fully followed.</p>		
15.	<p>The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission or commission by the vendor. The damage could be to the equipment/property either covered or not covered by AMC.</p>		

Sr No	Terms & Conditions	Compliance ( Yes/No)	Deviation, if any
16.	<p>The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.</p> <p>If in the opinion of the Bank, the vendor or its agents/employees/resident engineers etc. have committed any breach of terms and conditions mentioned herein and/or rendered unsatisfactory services, the agreement can be terminated at the sole discretion of the Bank without any notice or any compensation in lieu thereof.</p> <p>Without prejudice to the above, agreement can be terminated by either party with one month notice from Bank's side and two month notice from vendor's side.</p> <p>During the notice period for termination of the contract, the vendor shall keep on discharging his contractual obligations till the expiry of the notice period, if so desired by the Bank. It shall be duty of the vendor to remove all his persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any nuisance/hindrance/disruption/problem of any nature in or around the premises of the Bank or other places/properties of the Bank as enumerated in <a href="#">Annexure II</a> above.</p>		
17.	<p>The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations &amp; Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other Labour Laws prevailing in the country and the Bank is not responsible for violation of any of the provisions of Labour Laws by the Vendor and the Vendor will make good the loss caused to the Bank due to non-compliance with any of the provisions of Labour Laws or any other Law by the Vendor. In the event of any liability arising because of any breach or non-compliance of statutory requirements by the contractor, the Bank has the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.</p>		
18.	<p>The Bank and the tenderer shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiation, Reserve Bank of India, Lucknow and the tenderer are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration by invoking the provisions of the "Arbitration and Conciliation Act, 1996" by appointing sole arbitrator with the mutual consent of the parties. In case the parties do not agree to the appointment of sole arbitrator, each party will appoint its arbitrator and the arbitrators so appointed shall appoint a presiding arbitrator to decide the</p>		



	<p>dispute between the parties under contract. The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder shall govern the arbitration proceedings. The venue of the arbitration shall be at Lucknow.</p> <p>All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of courts at Lucknow only.</p>		
19.	<p>If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of Rs.150/- for each unit of systems and Rs. 500/- for servers may be imposed on the vendor and the same shall be deducted from the dues payable for AMC. The Bank shall be entitled to appropriate / adjust the amount of penalty from the security deposit and the contractor shall make good deficiencies in the security deposit within 7 days of the receipt of Notice from the Bank. In the event the amount of penalty for all the instances exceeds Rs .10,000/- the Bank reserves the right to terminate the contract and the contractor shall be liable to risk and cost therefrom.</p>		
20.	<p>If the machines supplied are not attended for repair or problem are not rectified within 10 days from date of registration of call, the Bank reserve the right to get such defective machines repaired from third party vendor and the amount spent for such repair would be deducted from AMC charges.</p>		
21.	<p>Penalty shall also be levied for the absence of resident Engineer at the rate of Rs.400 per day.</p>		
22.	<p>Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013-</p> <p>a) The contractor /agency/vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / agency and the contractor / agency shall ensure appropriate action under the said act in respect of the complaint.</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c) The contractor shall be responsible any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.</p> <p>d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place</p>		

	and related issues. e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.		
23.	In the event of exigencies arising due to death, infirmity, insolvency of the vendor/contractor or for any other reasons or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely- (i) Legal heirs in case of sole proprietor. (ii) The next Directors/Partners/ in the case of company or LLP or Firm as the case may be.		
24.	Disqualification/Debar- In the event, the Bank terminates the agreement, the Bank reserves its right to disqualify the vendor for a period of three years from participating in any tender or from undertaking any work in the bank. However, before debarring the vendor, the Bank may give a Show Cause Notice to the vendor and consider reply, if any, submitted by the vendor within the specified time period given in the show cause notice. The decision of the Bank shall be final in this regard.		
25.	The terms and conditions mentioned in the tender document shall form the part and parcel of this agreement.		

Signature

Name

Designation

Place

Date

**Annexure - VI**

**Details of Resident Engineers including Team Leader proposed to be posted in Lucknow**

<b>Sr. No</b>	<b>Engineer Name</b>	<b>Details of Educational qualification</b>	<b>Documentary evidence *</b>	<b>No of years with the Vendor</b>	<b>Documentary evidence *</b>
1					
2					
3					
4					

\* A copy of each of the Documentary evidence mentioned above should be attached.





**Undertaking / Certificate of Indemnity**

(To be submitted on the letterhead of the Company)

The Regional Director  
Reserve Bank of India  
8-9, Vipin Khand, Gomti Nagar  
Lucknow-226010

Dear Sir,

**Annual Maintenance Contract for Computer Hardware and Peripherals of the Reserve Bank of India, Lucknow**

In response to your captioned tender dated ....., we hereby certify having fulfilled all the eligibility criteria stipulated in it and we accept all the terms and conditions for submitting quotation as mentioned in the said tender.

We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.

We warrant that the repair and maintenance service/products to be sold do not Violate or infringe upon any patent, copyright, trade secret or other property right of any other person. We agree that we shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

Yours faithfully,

Signature

Name

Designation

Place

Date

**Annexure – X**

**FORMAT OF COMMERCIAL BID**

**PART II - PRICE BID**

Name of the vendor / Firm:

Address:

DESCRIPTION	UNDER	UNIT RATE	TOTAL IN	UNDER	UNIT RATE	TOTAL IN	GRAND TOTAL
	AMC	IN RS.	RS.	WARRANTY	IN RS.	RS.	IN RS.
PCs	156			181			
Printers	16			93			
Laptops	3			33			
Projectors	3			0			
Scanners	4			21			
TV	10			2			
Tablet Pad				1			
Total Cost in Figures							
Total Cost in Words							

**Prices should include all taxes like GST, Excise etc.**

**Note: Actual no. of units may vary at the time of placing order.**

Place:

Date:

Signature of the authorized personnel of the tenderer (with seal of the enterprise)