



# **Reserve Bank of India, Bhopal**

## **Department of Information Technology**

### **Tender Notice:- Annual Maintenance Contract for undertaking of Maintenance of Computer Hardware, Software and Peripherals at Reserve Bank of India, Bhopal**

Separate Technical and Commercial Bids in duly sealed covers super-scribed as “Quotation for AMC of Computer Hardware, Software and Peripherals – **Technical Bid**” and “**Quotation for AMC of Computer Hardware, Software and Peripherals – Commercial Bid**” respectively are invited from entities which are engaged in providing Maintenance services for Computer Hardware, Software and Peripherals. Details of Computer Hardware, Software and Peripherals are given in Annex I. The list is indicative and not exhaustive.

**Nature of Work:** Onsite Annual Maintenance Contract (AMC) of Computer Hardware of heterogeneous makes/models, Servers, Computer systems, Laptops, Printers, Scanners etc. and Computer Operating Systems & Software.

**Place of Work:** Computer Hardware, Software and Peripherals installed at Reserve Bank of India, Hoshangabad Road, P B No.32, Bhopal – 462011 and at Avantika, Reserve Bank of India Staff Quarters, Char Imli, Bhopal – 462016.

**Bid Security:** A demand draft of Rs 50,000/- (Rupees Fifty Thousand only) favouring Reserve Bank of India payable at Bhopal.

**Time Allowed:** 12 months contract from July 1, 2015 to June 30, 2016, extendable on a yearly basis for a maximum of three years subject to satisfactory performance. It shall be open to either party to terminate this agreement any time during its currency by giving at least four months' notice to the other party in writing.

1. Duly signed by authorized signatory and stamped Bids viz., ‘Technical’ and ‘Commercial’ may be submitted by the company/firms, fulfilling the terms and conditions as mentioned in Annexure II to this notice, in two separate sealed covers as indicated above. Duly filled in profile of the company/firm (as per Annex-III), details of Resident Engineers proposed to be posted in RBI (as per Annex IV), List of AMC’(as per annex V), Client’s certificate regarding performance of FMS/AMC service

provider (as per Annex Va), certificate of indemnity (as per Annex VI) and bankers certificate (as per Annex VIII should be submitted along with the Technical Bid (on the company's letter head as per Annex IX). Deviations to the terms and conditions, if any, shall be clearly mentioned by the vendor in the Technical Bid. No deviation will be allowed in the Commercial Bid, which is meant only for the quotation of offer price/ rate. The format of Commercial Bid is given in Annexure VII.

2. The Bid letter should be addressed to the Regional Director, Reserve Bank of India, Hoshangabad Road, P B No-32, Bhopal -462011 and should reach to us at the earliest, but not later than **15:00 hrs on April 27, 2015**. The Technical Bid would be opened first and only those firms, who fulfill the terms and conditions, will be eligible for participating in the Commercial Bid. The bids shall be opened at **15:30 hours on April 28, 2015**. **The successful bidder will have to sign the final agreement by June 15, 2015.**

3. The Terms and Conditions are stated in Annexure II. The Technical Bid should include all annexures duly completed and supported with the required documents. All the documents should be indexed, flagged and page numbered.

4. The Reserve Bank of India is not responsible for non-receipt of quotation within the stipulated date and time due to any reason including postal holiday or delay.

5. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regards will be entertained.

6. This tender can be downloaded from the Tenders section of the Reserve Bank of India website (<http://www.rbi.org.in>) or can be collected from Reserve Bank of India, Hoshangabad Road, PB No – 32, Bhopal -462011 on any working day from **10:00 hours to 17.00 hours up to April 13, 2015**. **The last date for submission of completed forms is April 27, 2015 up to 15:00 hours.**

Annex: I to IX

The Regional Director  
Reserve Bank of India,  
Bhopal Date: 23.03.2015

**List of Annex:-**

- I. Details of Computer Hardware/Software/Peripherals
- II. Terms and Conditions for AMC
- III. Format for Company/Firm Profile
- IV. Details of Resident Engineers proposed to be deputed at RBI Bhopal for maintenance work.
- V. List of AMCs performed by company/firm during the last 05 years.
- V(a). Client's certificate regarding performance of FMS/AMC service provider
- VI. Format of Undertaking/certificate of indemnity.
- VII. Format for Commercial Bid
- VIII. Format of Bankers' Certificate from a Scheduled Bank
- IX. General Acceptance of Terms & Conditions

**Annex – I**

**Part (A): List of Computer Hardware/Software/Peripherals under AMC.**

Sl.No	Item	Description	Under FMS under warranty	(Under AMC)	Total
1	PC	a) Desktop of make Hp, HCL, DELL etc	133	212	345
2	Printers	a) Colour Inkjet MFD's	01	00	01
		b) Monochrome LJ Network	26	36	62
		c) Monochrome LJ Desktop	00	12	12
		d) Line Printer	00	05	05
		e) Dot Matrix	00	10	10
		f) Cannon D-52 Printer/scanner	00	10	10
		TOTAL	27	63	90
3	Scanner	a) ADF	00	00	00
		b) Flatbed	00	11	11
		c) Dual (ADF & Flatbed)	02	00	02
		TOTAL	02	11	13
4	Laptop	a) Laptop	53	10	63

**Part (B) Details of Computer Software**

S.No.	Item Description
1	Acrobat Writer
2	Akruti
3	Akruti Vistaar
4	Front Page
5	MS Outlook
6	MS Visual Inter Dev
7	MS BackOffice CAL
8	MS Backoffice Server
9	MS Office
10	Novell Netware

11	Object COBOL
12	Oracle
13	Oracle 8 Developer
14	Oracle 8 Server
15	SCO Open Server (UNIX)
16	UNIX Appl Server
17	Windows 2008 Server with 5 CAL
18	Windows 7 professional
19	Antivirus

Part (C) Technical Support for Operating Systems

1	Novell 4.*,6.1 with SFT III, 5.0 and above
2	SCO unix 5.x servers and above, Linux Servers
3	Windows 2000, 2003 and above server versions
4	Windows Desktop Operating Systems (Windows 98 and above)

Part (D): List of onsite inventory of spare parts required to be maintained by AMC holder

1. Laptop with Windows 8.1 Operating system - 01
2. 17 inch LED Monitors - 02
3. DVD ROM – 02 No.
4. USB Keyboards – 5 Nos.
5. USB P[toaca; Mouse – 5 Nos.
6. SMPS - 5 Nos.
7. DDR2 and DDR3 RAMs – 03 each
8. Laserjet Printer HP Laserjet Printer 401 dn– 02 No.

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

**A. Eligibility Conditions - Pre-qualification and Eligibility Criteria.** Only those tenderers possessing the following eligibility criteria may apply.

- 1) Composition of the tenderers - The tenderer should be a limited company or registered partnership firm.
- 2) Minimum 5 (five) years of experience in the field of (AMC / FMS) maintenance of computer hardware and peripherals and have executed at one or more similar individually costing not less than **Rs.10** lakhs during the last 3 years. Documentary evidence (work orders) clearly indicating the above requirements to be submitted by the tenderer.
- 3) Minimum yearly turnover of **Rs. 50 crore** with net profit in each of the last three years i.e 2011-12, 2012-13 and 2013-14 supported by audited statement of accounts.
- 4) Tenderers should have applicable tax registrations (PAN, TIN, VAT, CST, etc.) supported by documentary evidence and should have their own office at Bhopal.
- 5) The Tenderers should have an all India presence with a full-fledged service setup at Bhopal where from required quality services can be provided.
- 6) The tenderer should be **ISO 20000 certified** (Accreditation for IT Service Management). (Copy of certificate and the latest copy of renewal of the certification to be enclosed). The tenderer may preferably possess the **ISO 27000 series** certificate relating to Information Security.
- 7) The Tenderer should have provided AMC/FMS involving maintenance of more than 200 PCs, 75 Printers, 40 laptops and Server/s at single location in each year for the last three years, to major reputed enterprises preferably Government, Public Sector Institutions and banks. Documentary evidence (work orders) clearly indicating the above requirements to be submitted by the tenderer.
- 8) The Tenderer should have the capabilities to handle AMC / FMS for all brands and makes of computer systems and peripherals. The tenderer should be able to provide AMC for all hardware items and support for Operating Systems / Systems Software listed in Annex - I. **It may please be noted that**

the list of items in Annex I is indicative. The number of computer systems and peripherals may undergo a change subject to the same added / deleted from the Inventory of the Bank at the time of the commencement and also during the period of the contract.

- 9) The Tenderer should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in Annex – I, so as to ensure that priority support level from OEM will be available to tenderer for problem resolution. Documentary evidence supporting the continuity of the association to be submitted.
- 10) The tenderer should have adequate number of technically qualified engineers posted at Bhopal with MCSE and CISCO certification for dealing with issues relating to Networking, Windows server (2003 and above) Operating systems, Antivirus software, Microsoft Office 2013, Lotus Notes, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) among others. The tenderer should be presently maintaining site/s in Bhopal where support is provided to the above mentioned software. Documentary evidence along with the list of technically qualified engineers with requisite certification supporting the requirements to be provided.
- 11) The tenderer should have a Repair Centre at Bhopal 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 98% uptime for peripherals. The Bank reserves the right to inspect the Repair Centre and satisfy itself about the quality and reliability of the service that can be rendered by the tenderer before opening the concerned tenderer's Part-II Bid.
- 12) The tenderer should provide the bio-data and information as per Annex IV of 03 technically qualified engineers likely to be posted as resident engineers at our location. One of the 03 resident engineers should be a Graduate Engineer in Computer Science or Electronics with at least 03 years' experience in providing AMC/FMS and the other two should be Diploma Engineers in Computer Science/electronics with at least 01 year experience in providing AMC/FMS.
- 13) The tenderer must convey its acceptance of all terms & conditions and provide indemnity certificate as per Annex VI.
- 14) The tenderer shall deposit an **Earnest Money Deposit of Rs. 50,000/-** in the form of Demand Draft favoring Reserve Bank of India payable at Bhopal along with the Technical Bid, which will be refunded to unsuccessful

tenderers after award of work and commencement of AMC, and submission of 10% Performance Bank Guarantee in case of successful vendor. Interest will not be paid on the EMD. Bids submitted without EMD will be rejected.

15)The tenderer shall submit Bankers' Certificate from a Scheduled Commercial Bank as per given format in **Annex VIII**.

Note:-

1. The tenderer must provide documentary evidences in the respect of all the above mentioned eligibility criteria.
2. All the supporting documents should be duly stamped and sign by authorized signatory.

### **B: Financial Terms & Conditions**

1. The Commercial Bid should be submitted in the format given in Annex VII. Only one bid should be submitted in respect of all the items indicated in the list. Commercial Bid should not contain any conditions from the bidder.
2. The scope of coverage of the AMC will be for the computer hardware, software and peripherals for all the items listed in Annex – I of the Tender Notice. Technical support for software listed in Annex – I must also be provided. In case more machines are brought under the scope of the AMC, the maintenance will be carried out by the vendor with an additional consideration, on a pro-rata basis. In the event of reduction of machines, the same shall be removed from the contract and the amount would 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, installation, configuration of application/ packages (connection of computer to projector for presentation), etc. The tenderer has to provide Level 1 support for the IT inventory under warranty which inter-alia includes providing all support services other than parts replacement, logging of calls, follow up with OEMs etc. The tenderer should factor in the cost of Level 1 support within the AMC value.
3. All the prices quoted shall be in Indian Rupees. The firm quote shall not be subject to any price escalation subsequently. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and include cost of 03 resident engineers, labour, service, corrective maintenance, preventive



maintenance, supply of parts/ components to replace the defective parts and all applicable Central/ State Government levies, taxes and duties.

4. The quarterly bills, along with necessary certification to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/Central Government and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc. may be given.

5. As security for due fulfilment of the terms and conditions and obligations of the service contract, the vendor shall furnish a Performance Bank Guarantee of 10% of the value of the AMC, valid for one month beyond the period of AMC.

### **C. General Terms and Conditions**

#### **Scope of Work**

1. The Bank has a heterogeneous (make/model) set of Computers, Laptops, Printers, and Scanners as listed in Annex I. These computers and peripherals 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. The AMC contract shall also cover Level 1 support for maintaining the Computer Hardware which are under warranty of the OEMs. This shall include smooth & seamless services to the users by spot problem detection, instant solution and coordinate with OEM/warranty vendors for resolution of any problem if any, without breaching the warranty terms and conditions. Further, it includes logging of calls with the OEMs, maintaining health cards, maintaining downtime register and recording successful resolution of the problems reported. Further, the AMC contract covers comprehensive annual maintenance of laptops & computers deployed at Banks Office Properties at Hoshangabad Road, Bhopal and at Avantika, RBI Staff Quarters, Char Imli, Bhopal.

2. To replace old & defective parts with new & genuine parts. In case where parts are unserviceable and such parts of the equipment's need replacement, the Vendor shall replace such parts with new ones promptly at no extra cost to the Bank. The tenderer agrees that all the components of the equipment's shall be covered under this AMC contract and hence fall under the replaceable category only.

3. To undertake shifting and reinstallation of equipment/s covered under AMC, if required. Shifting of machines will be done at no extra cost. **The tenderer shall**

**install/ reinstall and configure the operating system and/ or any other specific system software/ package as the case may be, at no extra cost to the Bank, whenever the need arises.**

4. To ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified **within 24 hours** of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity. The Complaint may be lodged by the Bank by any all of the method viz. E-mail, Telephone, letter and fax.

5. All repair/replacement and servicing of equipment will have to be carried out at Bank's locations as specified. 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.

6. The tenderer 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 vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem 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 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. **All the components of the equipment's shall be covered under this AMC contract and hence, fall under the replaceable category only. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc., need replacement; the Vendor shall replace such parts (other than the FUSER ASSEMBLY, RIBBON, PRINTER CARTRIDGE & THE TONERTRIDGE, Printer Head) at no extra cost to the BANK. Only those parts such as FUSER ASSEMBLY, RIBBON, FLOPPIES/**

**TAPES, STATIONERY, PRINTER CARTRIDGES & TONER CARTRIDGES will be replaced, if required, at an additional cost to the Bank at actuals on submission of proper bills by the bidder.** All other components of the equipment's shall be replaced by the Vendor at no extra cost to the BANK. 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. If the bidder is not able to maintain any equipment due to non-availability of components/parts, the bidder shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the bidder shall provide alternate/substitute system/s of same or higher compatible configuration at its cost and responsibility till the above components are repaired or replaced by the bidder.

9. 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 alleged breach of this warranty.

#### **Deployment of Resident Engineers**

10. During the period of the Agreement, the tenderer will maintain the equipments in good working condition. Vendor will carry out preventive maintenance at least six times during the contract period. Three Engineers will be deputed on-site for **full working day on all working days of the Bank** during the contract period. RBI will have the right to call the resident engineers in case of urgent need on other days also apart from scheduled visit. The Vendor shall correct any faults and failure in the equipment's and shall repair and replace worn-out or defective parts of the equipment's during RESERVE BANK OF INDIA normal working hours. In case where unserviceable parts of the equipment's need replacement the Vendor shall replace such part. at no extra cost to RESERVE BANK OF INDIA with brand new parts or those equipment's to new parts in performance. Vendor shall ensure that the full configuration of the equipment is available to RESERVE BANK OF INDIA in proper working condition for 99.5% of the time in every month. Vendor shall provide repair and maintenance service in response to notices given including oral/telephone by RESERVE BANK OF INDIA. Vendor shall ensure that faults and failure intimated by the RESERVE BANK OF INDIA as above will be set right within 24 hours of

being informed. The resident engineer has to maintain (MANUALLY OR THROUGH AN APPLICATION) the following:

- i. Inventory register - details of all hardware and software at the bank under maintenance and under manufacturers 'warranty.
- ii. Call register – to log all calls received from the users.
- iii. Vendor register – details of all third party vendor and details of calls logged with these vendors.

11. The list of engineers on rolls of the firm with qualification, experience and address and identity details should be given as per Annex IV. The tenderer should ensure that all the three engineers posted at our location should have the minimum qualifications and service requirements as indicated, viz., one of the 03 resident engineers should be a Graduate Engineer in Computer Science or Electronics with at least 03 years' experience in providing AMC/FMS service and the other two should be Diploma Engineers in Computer Science/electronics with at least 01 year experience in providing AMC/FMS service. The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or replacements in the event of absence/ engineer leaving employment of Vendor etc.,

12. The vendor will provide mobile phones and laptops to the scheduled Engineers.

13. The travelling expenses of engineers will be borne by the vendor.

14. The vendor should not rotate their resident engineers frequently. In case of unavoidable circumstances, the vendor should inform the Bank in writing well in advance about the change of engineer.

15. The vendor shall ensure that character and antecedents of engineers are verified from police authority before their deployment.

16. The Vendor will provide insurance cover to its Engineer in the Bank. The workmen/ engineer 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.

#### **Others**

17. 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.

18. The bidder shall ensure 99.5% uptime for PC & 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.

19. 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 are fully satisfied. The Vendor and the Engineers shall adhere to the IS Policy guidelines of the Bank.

20. 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 under AMC.

21. The selected bidder will 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 the date indicated by the Bank.

22. This office shall have the right to inspect Vendor's site to assess infrastructure before awarding the Comprehensive AMC and it may reject in the event of dissatisfaction with Vendor's infrastructure or otherwise.

23. 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.

24. This tender is not transferable and under no circumstance the successful bidder shall be allowed to sub-contract with any other person/party.

25. In case the contracting firm 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

firm will be liable to pay the damages to the Bank including the cost which the Bank will have to incur for getting such work done. The above act of backing out would automatically debar the Vendor from any further dealing with this department and the security money would also be forfeited.

26. This office 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. Incomplete tenders in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the tenderer will result in rejection of their tenders.

#### **27. Penalty**

- a) Penalty @ Rs. 200/- per day for non-rectification of complaint within 24 hours will be deducted in the subsequent quarterly payment.
- b) Absence of engineers at work will attract a proportional deduction from the charges in the subsequent quarterly payment if alternate arrangements are not made.
- c) Non-adherence of at least 60% of scheduled engineer visit in a month will attract a further penalty of Rs 1000/- which will be deducted from subsequent quarterly payment.

#### **28. Labour/Wages – Compliance with various statutes**

a) The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 and other labour laws wherever applicable, while engaging workers as contract labour for the aforesaid work. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way made liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the Vendor to the Engineers deputed by it to the Bank..

b) The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and

Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor only shall be responsible for liabilities, if any, in this regard.

c) The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence of having paid required minimum wages at any point in time.

#### **29. Force majeure:**

a) If at any time during the continuance of this agreement the performance in whole or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event) provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days either party may at its option terminate the agreement.

b) During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

#### **30. Arbitration:**

a) The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation on the payment to be made there under the same or anything in relation to or arising out of this contract. If after thirty days from the commencement of such informal negotiation, Reserve Bank of India and the Vendor are unable to resolve amicably a contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Bhopal only. The provision of Arbitration and Conciliation Act 1996 and the rules frames there under and in force shall be applicable to such proceedings.

### **31. Jurisdiction:**

a) All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of courts in Bhopal only.

### **32. Complying with the information security policy of the bank:**

a) The Vendor agrees to comply with the guidelines of the bank's information Security Policy in letter and spirit while accessing information system with high level of access privilege.

b) The Vendor assures that its staff and/or agents shall follow sound codes of practice in handling information systems as per the information security sub policies of the bank. The staff posted should maintain confidentiality of the IS policy of the bank and not disclose the same in public.

### **33. CONFIDENTIALITY:**

a) The Vendor must acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this AGREEMENT or performance hereof whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this AGREEMENT and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non –disclosure of confidential information under this AGREEMENT are fully satisfied.

b) The Vendor should undertake that it and its personnel will at all times comply with all the security regulations in effect from time to time at the bank's premises and externally for materials of the bank. The Vendor should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not which has or will come in to its possession in connection with this contract and that it shall not make use of such information other than for fulfillment of its obligations under this contract.

### **34. Liquidated Damage**

The Vendor shall guarantee 99.5% uptime for each PC and peripherals under maintenance. Stock of necessary shall be kept on site. If during any quarter the



Vendor does not maintain the required uptime of the equipment, the Bank without prejudice to its other remedies under the contract, shall deduct from the contract price, as liquidated damage, a sum equivalent to 0.5 percent of AMC charges of the item for each and every calendar day of downtime. The amount of liquidated damage will be deducted from the amount to be paid to the Vendor for that quarter subject to maximum 5% of agreement value. Down time will be counted from the time of reporting the maintenance call by the Bank to the company till the resolution of the problem (if the fault is not rectified within 2 hours of reporting of compliant or necessary standby equipment is not provided by the company to the bank at no extra cost). Down time of 24 hours or less will be taken as one day for calculation of liquidated damage. The bank may also consider termination of the contract, if any of the items and conditions of the contract is not followed by the company.

## Company Profile

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

### A. BASIC INFORMATION OF COMPANY

Particulars	Response		
1) The registered name of the company			
2) Name and Designation of the authorized official responding to this request			
3) Contact telephone, fax number and E-mail address			
4) Registration and other numbers			
5) Registered Office (address)			
6) Legal form of organization			
7) Name and address of Parent company, if any			
8) Brief description of the entity including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in its development			
9) A brief account of FMS/AMC/software development services			
10) List of FMS/AMC solution provided in similar environment including of value not less than <b>Rs. 40 Lakhs</b> in the last 3 years.			
11) Financial: (in Crores) <b>Turnover</b> a) Total	<b>2013-14</b>	<b>2012-13</b>	<b>2011-12</b>

<p>b) Of Which from FMS/AMC <b>Profit</b> c) Total d) Of Which from FMS/AMC (Audited financial statement to be attached for the last 3 years )</p>	
<p>12) Geographical spread in India: a) No. of Offices b) Locations Of which in Bhopal i) for FMS/AMC ii) Software Support</p>	
<p>13) The number of staff employed in each of these categories at Bhopal: (a) Software development/support; (b) Engineering/hardware support (c) Sales and other personnel;</p>	
<p>14)(i) Name and level of quality standards obtained by the Company; (enclose copy of certificate) (ii) Is it for a Specific Division or for the Organization as a whole? Please specify. (iii) Is it for the Division that may be Undertaking AMC/FMS? Please specify.</p>	
<p>15) 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.</p>	
<p>16) Whether there is legal action being taken against vendor for any cause in any legal jurisdiction.</p>	
<p>17) Please give escalation matrix for problem resolution. The matrix should include a senior officer at the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix.</p>	

**B. Project Experience and Client Information:**

<b>Particulars</b>	<b>Response</b>
<p>1) Number and list of similar FMS/AMC of which: (a) Banking/financial Institution (b) Customer specific multi-user development projects</p>	<p>Current projects completed in last 3 years (no. &amp; list) (no. &amp; list)</p>

2) For the above projects indicated, please supply the following details for reference purposes a) Organization, b) Contact person & Designation, c) Telephone number, fax, email.	

**C. Other Details:**

<b>Particulars</b>	<b>Response</b>
1) Project Organization structure	Please describe in detail the strategy that the enterprise propose to adopt to ensure that the FMS/AMC is carried forward in non-disruptive manner and within the time frame
2) Assumptions, Risks & constraints as perceived	State clearly, the assumptions, risks & constraints as perceived by you
3) Infrastructure requirement from Reserve Bank	

**NOTE: Please provide other information of material and relevant nature, which you feel, has not been covered elsewhere.**

Signature :

Name :

Designation :

Date :

## Details of Resident/ AMC Engineers proposed to be deputed at RBI Bhopal

Sr. No	Name of engineer/ service personnel with residential address and mobile number	Educational qualification	One Govt. Identification Document (PAN/Aadhar Card/Passport/ Ration Card)	No. Of years of service With the Vendors	Document ary Evidences submitted for	Remarks, if any
		(a)	(b)	(c)		
1					a) b) c)	
2					a) b) c)	
3					a) b) c)	

\* Documentary evidences must be enclosed in support of (a), (b) and (c).

**List of AMC performed by the Vendor during the last five years  
(Copy of work orders to be enclosed)**

<b>Sr.No</b>	<b>Name of Client &amp; location</b>	<b>Period</b>	<b>Nature of work involved in the contract e.g. AMC, installation of servers, PCs etc., System Integration</b>	<b>Contact Official details and Complete address of Client</b>	<b>Contract amount</b>	<b>Completion period Scheduled /Actual</b>	<b>Whether the work was left incomplete or contract was terminated from either side. If yes, Give full details</b>	<b>Any other relevant information including reason, if any, for</b>
1								
2								
3								

**Client's certificate regarding performance of FMS/AMC service provider**

1. Name & address of the Client (Ph No & Email ID)	
2. Details of AMC & FMS support provided by M/s a) Name of work with brief particulars b) Agreement No. and date c) Agreement Amount d) Date of commencement of AMC e) Stipulated uptime of Hardware, Software & Peripherals f) Recorded uptime of Hardware, Software Peripherals g) Details of penalty levied for not maintaining stipulated uptime, if any h) Name and address of the authority under whom AMC executed i) Whether the service provider employed qualified Engineer/Coordinator during AMC period?	
3. Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/poor
4. i) Did the vendor go for arbitration? ii) If yes, total amount of claim iii) Total amount awarded	
5. Comments on the capabilities of the service provider.	

a) Technical proficiency	Outstanding/Very Good/Good/Satisfactory/poor
b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
c) Mobilization of adequate Technical support	Outstanding/Very Good/Good/Satisfactory/poor
d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
e) General behavior	Outstanding/Very Good/Good/Satisfactory/poor

Signature :

Name :

Designation :

Date :



**Undertaking/ Certificate of Indemnity**

(To be submitted on the letterhead of the Company)

The Regional Director  
Reserve Bank of India  
Hoshangabad Road  
P B No- 32,  
Bhopal-462011

Dear Sir,

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

In response to your captioned tender notice dated \_\_\_\_\_, we hereby  
certify having fulfilled all the eligibility criteria stipulated in it and

1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
3. We warrant that the repair and maintenance service to be provided by us will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. 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.
4. We shall adhere to IS Policy guidelines of the Bank.

Yours faithfully,

Signature

Name :

Designation :

Place :

Date :

**COMMERCIAL BID (for maintenance services for Computer Hardware, Software and Peripherals at RBI Bhopal)**

Name of the company/ Firm:

Address:

(Rupees in actual)

Sl.No	Item	Description	Number of Units	Unit Rate	Total
1	PC	a) Desktop of make Hp, HCL, DELL etc	212		
2	Printers	a) Colour Inkjet MFD's	00		
		b) Monochrome LJ Network	36		
		c) Monochrome LJ Desktop	12		
		d) Line Printer	05		
		e) Dot Matrix	10		
		f) Cannon D-52 Printer/ Scanner			
		TOTAL	63		
3	Scanner	a) ADF	00		
		b) Flatbed	11		
		c) Dual (ADF & Flatbed)	00		
		TOTAL	11		
4	Laptop	a) Laptop	10		
GRAND TOTAL					

Signature of the authorized personnel of the tenderer

(With seal of the enterprise)

Note: The tenderer should take in to consideration all the terms and conditions as per Annex II while submitting their price bids.

**FORMAT FOR BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

**Name and Address of the Bank:**

Date:

This is to certify that to the best of our knowledge and information M/s/Shri.....is a customer of our bank for last .....years with satisfactory track records and can be treated as good for any engagement / AMC up to a limit of Rs.....(Rupees .....)

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

(Signature)

Name:

Designation:

Official Seal:

Note:

1. Bankers' certificates should be on letter head of the bank, sealed in cover.

**General Acceptance of Terms & Conditions for Maintenance of Computer Hardware/Software and peripherals at RBI Bhopal**

Sr. No.	Item	Details
1.	Name and address of the company/firm	
2.	No. of years the company has been in business of AMC of computer hardware/ software and peripherals.	
3.	No. of engineers/technical staff on the rolls of the company/ firm	
4.	No. of engineers/technical staff maintained at the company/firms local office and their educational qualification.	
5.	Can the company/ firm shift adequate No. of Engineers / maintenance staff from its Head office/ other branches to local office in case of need.	
6.	Whether the company/firm specifically fulfils the eligibility criteria given at 'A' as mentioned in Annex II	
7.	Deviation to the terms and conditions as above, if any, may be specifically indicated here in details.	
8.	Whether the company/ firm accepts all the terms and conditions and scope of works as indicated in Sr. 1-5 at 'B' and Sr. No.1 to 34 at 'C' of Annex II.	

Signature

(Name of the Company/Firm)