

इंडियन बैंक



Indian Bank

इलाहाबाद

ALLAHABAD

INDIAN BANK

REQUEST FOR PROPOSAL (RFP)

FOR

ANNUAL MAINTENANCE CONTRACT OF

DESKTOPS & SERVERS FOR

BRANCHES/OFFICES UNDER ZONAL

OFFICE, COIMBATORE

TENDER NOTIFICATION FOR AMC ON IT ASSETS

Sealed quotations are invited by INDIAN BANK, ZONAL OFFICE, COIMBATORE for Annual Maintenance Contract of IT Assets (Personal computers, Servers) installed at various branches and offices of the Bank in its COIMBATORE Zone.. Request for Proposal formats and Terms and conditions along with bid formats can be downloaded from the website www.INDIANBANK.IN.

Last date for Submission of tender at our COIMBATORE ZONAL OFFICE at above mentioned address:
31ST Variety Hall Road, Coimbatore
October 5th 2021 before
4.00 PM.

Bank reserves the right to accept or reject any offer or cancel the tender without assigning any reason.

Date: 28th September 2021

Zonal Head

Notice:

Address for submission of sealed quotation:

INDIAN BANK, ZONAL OFFICE
COIMBATORE.....
No.31.Variety.Hall.Road,.....
Coimbatore.-.641.001
Phone: 0422-2309251

FORM OF TENDER

Indian Bank Corporate Office/ Zonal Office,

Tel: 044 – XXXX XXXX /

Dear Sirs,

SUB: Invitation of Tender for 'Selection of Contractor for
.....',

Having examined the plans, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit Rs...../- (Rupees only) (2% of the project value) by crossed demand draft/ Bank Guarantee on a Bank other than the clientele, dischargeable/payable at Chennai and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of Rs...../- (Rupees only) in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in this tender.

I/We agree to keep our tender open for 90 (Ninety) days from the date of opening of Envelope No. 1.

I/We enclose the completed tender documents duly signed under two separate sealed envelopes and the Earnest Money Deposit Rs._____ (Rupees _____ only) by Bank Draft / Bank Guarantee No. dated Issued by

Thanking you,

Place:

Date :

Yours faithfully,

[To be signed by the Authorized Representative
of Tenderer who has the Power to do so]

Witness Signature:

Name:

Address:

Seal:

Bid Details - AMC OF DESKTOPS & SERVERS

Last date and time for seeking clarification from us on the terms & conditions of the RFP	4 th October 2021, 04:00 PM
Last date and time for Receipt of Bidding Document	4 th October 2021, 04:00 PM
Date and Time of Technical Bid Opening	5 th October 2021, 04:00 PM
Place of opening of Bids	INDIAN BANK, ZONAL OFFICE COIMBATORE, No. 31 Variety Hall Road , Coimbatore - 641 001
Address for communication	Same As above Tel. No. - 0422-2309251
EMD	2% of the project value in the form of Demand Draft in favor of INDIAN BANK payable at COIMBATORE.
Contact to Bidders	Interested Bidders are requested to submit the physical copy to the above mentioned address or send the email to: zocoimbatore@indianbank.co.in Containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No.,

INSTRUCTIONS TO BIDDER

1. INTRODUCTION

INDIAN BANK, a Public Sector Bank (hereinafter referred to as Bank) has its Central Office at Avvaishanmugam salai, Rayapettah, Chennai-600014 and ZONAL OFFICE COIMBATORE at No.31 Variety Hall Road,Coimbatore - 641001. The ZONAL OFFICE COIMBATORE invites offer from reputed vendors for providing Annual Maintenance Contract for Various Desktops & Servers at branches/offices under COIMBATORE Region.

2. SCOPE OF WORK

- 2.1. This contract shall be effective from 06.10.2021 to 05.10.2022.
- 2.2. Maintaining of PCs, Servers at our office and 86 branches spread across various locations in 3 districts viz, COIMBATORE, Tiruppur and Nilgiris Districts in state of Tamil Nadu.
- 2.3. Maintaining support for Hardware, Operating System and associated Software.
- 2.4. Any Hardware equipment reported to be breakdown on a given date should be repaired on an immediate basis.
- 2.5. One residential Engineers have to be provided exclusively at our ZONAL OFFICE to co-ordinate service calls of our branches effectively. The residential engineer may be assigned with field work, in case there is delay in attending call. The residential engineers should be qualified Diploma/Engineering graduate with minimum three-year experience in Computer Hardware Support. They should comply with our Banking Business Hours. All related expenses of the In- house Engineers like Salary, Conveyance, Allowance, D.A. etc. to be borne by the AMC Vendor only. If residential engineer is on leave backup engineer should be provided in Zonal office, Coimbatore.
- 2.6. The replacement of spares should be of the equivalent and compatible and of the same or higher configuration

2.7. Duties of the In-house Engineers:

- In-house Engineers will work in our COIMBATORE ZONAL OFFICE or one of the main branches according to the Bank Staffs' working hours.
- Bank may provide a computer and a phone connection for the In-house Engineers for their daily activity.
- In-house Engineers should also equip with personal laptop in case of contingencies.
- In-house Engineers should attend the branch queries relating to Hardware and

Operating System support by taking the branch PC's in remote or by providing phone support.

- In-house Engineers should provide preliminary support to all the IT related items (PC, Servers, Printer, Scanner etc.) irrespective of Warranty or AMC. If the preliminary support fails, then they are required to lodge call with respective service provider.
 - In case, if the problematic item is in warranty contract, then the In-house Engineers should lodge call with respective vendor or OEM and should follow up with them to rectify the issue within the Turn-around time (TAT). However, TAT penalty will not be applicable if the AMC or Warranty contract vendor is of another company/OEM.
 - In case if the problematic items are in AMC contract, the In-house Engineers should lodge the call with their respective department and should closely follow up with them for rectifying the problem within the turnaround time (TAT). TAT penalties are applicable.
 - Apart from the support service calls, whenever required, the In-house Engineers should support installing common applications or packages (E.g.: Antivirus, Java, Biometric, EKYC, etc.) in all the branches by taking the branch PCs' in remote.
 - In-house Engineers should be capable of communicating with the branch staffs in fluent English & Tamil. In-house engineers should have at least two plus years' experience in Hardware and Operating Systems troubleshooting field.
- 2.8. The vendor should support our branches in Hardware and Operating System issues and should resolve it in stipulated Turnaround Time. Spare parts which are declared as consumables by the respective OEM to be replaced with new one in chargeable basis. List of available IT assets at our COIMBATORE Region Branches are given in the annexure. The vendor should also make note that additional assets may be added. The vendor may visit the branches before making the quote. The vendor should make available of spare parts of the same OEM or equivalent. In case of Monitor issue, if replacement is required, LCD monitors of more than 18" to be supplied. If replacement is required for Keyboards, a new Mechanical key board should be provided. And for mouse, a new Optical mouse to be provided.
- 2.9. Every quarter, Preventive Maintenance is to be done for all the assets covered in this AMC contract. The entire Preventive Maintenance certificate is to be submitted to RCC. Comprehensive Assets details are to be collected during September month and to be submitted to RCC in soft copy.
- 2.10. The vendor has to procure all the required drivers and firmware of the hardware assets. OS Media is also to be provided by the vendor only. OS License key alone will be provided by the Bank.
- 2.11. For OS related issue, if formatting the Hard disk is required, then the Data backup is to be

done before formatting and the data is to be restored exactly after formatting. Peripheral equipment to be re-connected tested and shared after installing the new OS.

- 2.12. All spare parts to be covered under AMC. If any spare part needs to be replaced, the same to be replaced free of cost. If the exempted spare parts need to be replaced, the same can be done on chargeable basis.
- 2.13. The vendor should maintain with him, a buffer stock of spare parts like SMPS, motherboard, keyboard, mouse, monitors, hard disks, raid cards for servers etc., so as to eliminate the time taken in replacing the above-mentioned key hardware items. Tax and applicable penalties will be levied unless complied.
- 2.14. For any delay more than 24 hours, Prime vendor has to provide standby machine till the original machine is repaired.

3. COMMENCEMENT AND TERMS:

- 3.1. This contract shall be effective from 06.10.2021 and shall be for one year. The services will be reviewed by the Bank on quarterly basis and continuation of the agreement will be subject to satisfactory services and THE VENDOR performing all the covenants contained herein.
- 3.2. Individual terms of EQUIPMENT, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from LIST OF HARDWARE by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of EQUIPMENT are added to the list, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from the list, as described herein, then any monies prepaid on such EQUIPMENT shall be refunded to INDIAN BANK.
- 3.3. Upon termination or after expiration of this Agreement, each party shall forthwith return to the other all papers, material and other properties of the other held by each for the purposes of execution of this Agreement. In addition, each party shall assist the other party in the orderly termination of this Agreement on the transfer of all the assets hereof tangible and intangible, as may be necessary for the orderly, non-disputed continuation of business of each party.
- 3.4. After finalization of L1 vendor, the vendor has to visit every branch in the region and submit the physical asset details to RCC (proforma will be shared) duly signed by the Branch Manager which is due for AMC. Basing on the submitted data, AMC contract order with actual TCO will be awarded to the vendor. It is to be noted that the bank is in the process of replacing the already existing peripherals in the branches. The process of installation and removal of buyback will be completed by mid of May only as per estimated installation schedule. Hence these items which are replaced will be taken

under buyback and cannot be included in the AMC list for receiving payment. Hence vendors are requested to note that now we are calculating AMC based on the total inventory and final price also calculated on the same for deciding the lowest bidder (L1). But in May, we will do asset reconciliation once again and the items in buyback will be removed to calculate the original cost. (Please note that new equipment which are replacing old items will be in warranty only and hence will not be given to your AMC). Hence vendors who are ready for AMC based on these terms and conditions only need to apply for AMC.

4. ELIGIBILITY CRITERIA:

- 4.1. Bidder must have work order for AMC in current FY 2021-22 from at least three commercial banks, out of which minimum two should be public sector banks (PSB), for minimum of 300 peripherals per bank. (Purchase order/work order and satisfaction certificate must be attached as proof).
- 4.2. Bidder must have been providing AMC to PSB in the last Two years in Tamil Nadu State (Purchase order/work order and satisfaction certificate must be attached as proof) i.e. FY 2019-20 and FY 2020-2021.
- 4.3. Bidder must have minimum Rs.3 crore turnover in services per year for last two financial years i.e. FY 2018-19 and 2019-20.
- 4.4. Bidder must have Service Centre/Support Centre in COIMBATORE Region (COIMBATORE, Tiruppur, Nilgiris District). Address of such Centre along with number of engineers must be submitted as proof. (Engineer details duly mentioning qualification, experience and service area must be attached).In case, if the vendor is not having the support offices at the mentioned locations, justification is expected about how they will be able to attend the support calls for the branches of these locations. Justification can be substantiated with their manpower mapping details for these locations. If the Bank is not convinced about the Support Services Location mapping, respective bid will be declined.
- 4.5. Bidder must be ISO 27001 certified with validity up to 31.03.2022. (Attach the certificate copy as proof). In case the aforesaid certificate expires before 31.03.2022, the bidder must provide a renewed certificate post renewal. Failure to provide the renewed ISO 27001 certificate will result in termination of services.
- 4.6. The bidder should have operating profit during the last two financial years (proof must be attached).

Vendor must comply with the above-mentioned criteria. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

5. HARDWARE VOLUME & ANNUAL MAINTENANCE CHARGES:

The approximate quantity of the Hardware & Peripherals is as mentioned below which may be changed due to inclusion or withdrawal of the equipment. The Vendor shall submit the Yearly Rate of AMC per item basis. The AMC amount will be paid at the end of the quarter in arrears only. No advance payment will be made in any condition. THE VENDOR shall submit to INDIAN BANK ZONAL OFFICE COIMBATORE, their invoice(s) for payments due along with the call reports/Preventive Maintenance reports attended by engineers for branch/offices.

It is the responsibility of the vendor to collect asset details at the beginning of the contract and to maintain the inventory. In case, if any asset is missed out from the AMC contract, the vendor should attend the call for those assets and can include those assets for next payment. If there is mismatch of serial numbers of the asset, the asset serial numbers can be rectified at later stage without any delay in attending the calls.

Tentative Quantity of items is as below:

Sl. No	Item Description	Approximate Quantity
1	Desktop (Including warranty)	467
2	Acer Server	25
3	Dell Servers	57

The quantity of Desktops, Servers are subject to change as per banks disposal and procurement policy. The number of hardware provided above is approximate quantity only. Additions/Deletions in the quantity may happen based on bank's procurement policy. Quarterly payment from first quarter itself will be decided based on asset reconciliation only.

6. REPAIR AND MAINTENANCE SERVICE:

THE VENDOR will maintain the EQUIPMENT in good working order and for this purpose, will provide the following repair and maintenance services:

- 6.1. The VENDOR shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during INDIAN BANK normal local working hours. In cases, where any part of the EQUIPMENT needs replacement, THE VENDOR shall replace such parts, at no extra cost to INDIAN BANK, with brand new parts or those equivalents to new parts. If any of the peripherals, components are not available or difficult to procure; the replacement shall be carried out with state-of-the-art technology equipment of equivalent capacity or higher capacity equipment at no

additional charges to INDIAN BANK.

- 6.2. THE VENDOR shall provide repair and maintenance service in response to oral, including telephone notice by INDIAN BANK. The contract is for comprehensive onsite maintenance of IT assets inclusive of repairs and replacement of spare parts including all plastic parts without any extra payment. The Onus of providing Manufacturer's warranty will be on the Vendor.
- 6.3. The maintenance standard expected is that any machine that is reported to be down by 03:00 PM on a given day shall be either repaired or replaced by a temporary substitute (of equivalent configuration) before 12:00 PM the next day. Also, any machine reported down by 06:00 PM shall be repaired by 05:30 PM the next working day. The vendor should confirm that they are having arrangement of Standby Hardware to the tune of 2% of total number of each item.
- 6.4. In case THE VENDOR fails to meet the above standards of maintenance, THE VENDOR shall be liable for liquidated damages of Rs.250 per day of down time per machine, after 48 hours of reporting the down call, subject to maximum of 10% of total purchase order value. The standby machine/equipment shall be replaced with the original machine/equipment duly repaired within a weeks' time failing which the above damages will be incurred for the number of days exceeding one week.
- 6.5. All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with THE EQUIPMENT.

THE VENDOR will ensure that the disks/Pen Drives used by its engineers during repairs/maintenance will be free of any virus. In case it is conclusively proved that the machine has been infected with a virus from the engineer's disks/Pen Drive, the expenses incurred by the Bank for recreating the data will be recovered from THE VENDOR.

7. LOCATION COVERED:

The Branches of COIMBATORE Region are presently located in COIMBATORE, Tiruppur, Nilgiris Districts in the state of Tamil Nadu. The vendor has to submit the Contact Details, Qualification and Experience of the engineers available in these Districts.

8. BIDDING DOCUMENT:

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Bank will in no case, be responsible or liable for these costs, regardless of the conduct or outcome

of the bidding process.

10. AMENDMENT OF BIDDING DOCUMENTS:

- 10.1. At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- 10.2. Amendments, if any will be notified through Bank's web site to all prospective Bidders, which have received the Bidding documents and will be binding on them.
- 10.3. In order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion, extend the dead line for submission of bids.

11. EVALUATION CRITERION:

11.1. Evaluation of Technical Bids:

- The Bank's evaluation of the technical bids will consider the following factors and based on such evaluation the technically qualified bidders will be short-listed:
 - (i) Conformation to pre-qualification criteria.
 - (ii) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
 - (iii) Submission of duly signed compliance statement as stipulated in Annexures. Details/Brochures containing infrastructure facilities are to be enclosed.
 - (iv) Review of written reply submitted in response to the clarification sought by the Bank, if any.
 - (v) Undertaking for not being blacklisted by any Govt. Agency/Dept./Banks on basis of service/support on the company's letter head.
- Bank reserves the right to reject an offer under any of the following circumstances:
 - (i) Bid security is not submitted.
 - (ii) Document fees are not paid.
 - (iii) Offer is incomplete and/or not accompanied by all stipulated documents.
 - (iv) Offer is not in conformity with the terms and conditions stipulated in this document.
 - (v) Blacklisted by any Govt. Agency/Dept./ Banks on basis of service/support.

11.2. Evaluation of Commercial Bids:

- ✓ Indicative Commercial bids of only technically qualified short-listed bidders will be opened and evaluated.
- ✓ Bank's evaluation of the Indicative commercial bids will consider the status of compliance of terms and conditions.
- ✓ The commercial offer shall be submitted in terms of AMC value per item basis for determining the L1 service provider as per attached Annexure. It should give all relevant price information and quote prices only in Indian Rupees. The price should be inclusive of all applicable taxes, charges and duties.
- ✓ The information should be printed. Hand written information will not be accepted. Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration not properly authenticated, the offer will be liable for rejection.
- ✓ L1 bidder will be decided upon total value of AMC.

11.3. Offer Validity Period:

- ✓ The offer should remain valid for a period of at least 90 days from the date of the tender opening.

12. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

13. RIGHT TO ALTER QUANTITIES:

The Bank will be free to either reduce or increase the quantity on the same terms and conditions. The Bank reserves the right to alter quantity. Vendors ready to comply to the Banks conditions only need to participate in tender.

14. BID OPENING & EVALUATION:

The Bank will open the Technical bids, in the presence of Bidders' representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Para "Submission of Bids".

The bidders' representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the appointed time and place on next working day. Date and venue for commercial bid opening will be informed to the qualified vendors.

15. CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16. CONTACTING THE BANK:

Any effort by bidder to influence the Bank in the bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

17. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS :

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

18. PAYMENT TERMS:

18.1. No advance payment will be made against purchase order.

18.2. Payment of AMC charges will be paid on Quarterly basis, in arrears (after doing asset reconciliation).

19. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The VENDOR shall not, without the BANK's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

20. SUBMISSION OF BIDS:

The bidders shall duly seal the Technical and Commercial bid envelope. The bid should be addressed to the Bank at the following address:

To

The Assistant General Manager,
INDIAN BANK.....
ZONAL OFFICE COIMBATORE
No.31 Variety Hall road.....
Coimbatore - 641 001

The EMD and RFP document fee should be given in a separate envelope, which will form part of Technical bid and the Commercial Bid should be submitted in a separate sealed cover.

21. DEADLINE FOR SUBMISSION OF BIDS:

Bid must be received by the Bank at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to appointed time on next working day.

The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. TERMINATION FOR INSOLVENCY:

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

23. LIMITATION OF LIABILITY:

Vendor's aggregate liability under the contract shall be limited to a maximum of the Contract value. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement / purchase order.

24. INDEMNITY

The Vendor shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof.

Vendor has no obligation regarding any such claim based on:

- a) Anything the Bank provides which is incorporated into a Product or Vendor's compliance with any designs, specifications, or instructions provided by the Bank or by a third party on the Bank's behalf;
- b) Bank's modification of a Product's use in other than its Specified Operating Environment;
- c) The combination, operation, or use of a Product with other products not provided by Vendor as a system, or the combination, operation or use of a Product with any product, data, apparatus, or business method that Vendor did not provide, or the distribution, operation or use of a Product for the benefit of a third party outside the Bank;

The Vendor shall also indemnify the Bank against all losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of:

- a) Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence on the part of the Vendor's employees, agents or representatives.
- b) Any claim or proceeding brought by a third party against the Bank as a consequence of the above.
- c) Any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Vendor's failure to comply with any laws, orders and regulations applicable to the performance by Vendor of its obligations under this Agreement.

In the event of the Vendor not fulfilling its obligations under this Section within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it, under this provision from any amount payable to the Vendor under this Agreement for AMC/Facility Management/ Support Services etc.

Vendor shall be liable for any breach or any non-performance by the Vendor of any of its undertakings, warranties, covenants, representations or obligations under this Agreement, subject to the provisions of Limitation of Liability.

25. CANCELLATION OF BID PROCESS:

Bank reserves the right to annul the entire process without assigning any reason whatsoever at any stage.

26. REPEAT ORDER AND RIGHT TO ALTER QUANTITIES:

Bank may repeat the order after expiry of AMC period for maximum 3 years at mutually agreed rate of AMC and also increase or decrease the quantity during the agreement period. Bank reserves the right to cancel the AMC either in full or in part at any point of time with one month written notice, if the hardware items under AMC are replaced during the AMC period or if anything adverse be noticed subsequently or performance/service of the vendor is unsatisfactory or for any reason, the Bank reserves the right to review and take decision regarding cancellation of your AMC without assigning any reason or serving any letter to the vendor.

27. FORCE MAJEURE:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented

by the Force Majeure event.

28. GOVERNING LAW AND DISPUTES:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act - 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts at COIMBATORE.

During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be COIMBATORE.

Annexure I- Undertaking
(Letter of Undertaking on Company Letter head)

To
The Assistant General Manager,
INDIAN BANK,.....
ZONAL OFFICE COIMBATORE
No.31 Variety Hall Road,.....
Coimbatore - 641 001

Sir,

Reg.: RFP for AMC of Desktops & Servers

We submit our Bid Document herewith.

We understand that:

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlist bidders after completion of first stage (Technical Bid), and the name of successful bidder to whom the contract finally awarded after completion of second stage (Commercial Bid), shall be displayed on the Notice Board at the INDIAN BANK, ZONAL OFFICE COIMBATORE.
- Refundable EMD of 2% project cost will serve as a security for the fulfillment of the terms and conditions mentioned below and shall be returned on completion of AMC period, provided the AMC service is found satisfactory.

Dated at _____ this _____ day of Month _____ 2021

Yours faithfully,

For _____

Signature _____

Name _____

ANNEXURE II – Eligibility Compliance

The minimum qualification criteria for the bidders are as under:

	Particulars / Descriptions	Your specific response/reply
1	<p>Provide details of at least 2 PSBs for which AMC contract is maintained by the organization in the current financial year (for minimum of 300 peripherals) FY 2020-21</p> <p>Bank 1:</p> <p>Bank 2:</p> <p>(Mention the period and number of peripherals) Whether proof of Order copies attached?</p>	
2	<p>Whether the Bidder is providing AMC to PSB in the last Two years?</p> <p>Bank(s) for which AMC is provided in 2021-2022:</p> <p>Bank(s) for which AMC is provided in 2020-2021:</p> <p>(Mention the number of peripherals) Whether proof of Order copies attached?</p>	
3	<p>Provide Service Centre details with address and phone number, from which the branches situated in the below districts will be supported. Also, mention the number of engineers at the Centre.</p>	

	COIMBATORE, Tiruppur, and Nilgiris District	
4	Are you willing to provide In-house engineers as per the nature of duty and terms & conditions?	Yes / No
5	Are you willing to agree the Turnaround Time and the Penalties?	Yes / No
6	Are you willing to do Preventive maintenance (quarterly) and Asset Details collection (yearly) from all of our branches?	Yes / No
7	Are you willing to maintain the spare parts required for the asset details mentioned in the annexure?	Yes / No
8	Whether the Bidder is ISO 27001 certified with validity up to 31.03.2022? Whether certificate copies attached?	Yes / No
<p>The companies or firms, bidding for the above tender, should have not been black-listed by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor hardware quality and malpractices. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender, otherwise their bid will not be considered.</p>		

Signature

Seal of Company

ANNEXURE - III

(To be submitted by all bidders on their letter head)

(Commercial bid format to be submitted on Company Letter Head in a separate Sealed Cover - Mentioning "Commercial Bid for AMC of Desktops, Printers and Scanners")

Sl. No	Item Description	Approximate Quantity (A)	Unit Price per year (inclusion of all taxes in Rupees) (B)	Total Price (In Rupees) (C= A x B)
1	Desktop	497		
2	Acer Servers	25		
3	DELL Servers	57		
	TOTAL			

Total in words: _____

(Unit AMC charges must be quoted including all taxes)

Dated at _____ this _____ day of _____ 2021.

Yours faithfully,

For _____

Signature _____

Name _____

Designation _____

(Company Seal)

**ANNEXURE IV - UNDERTAKING FOR NOT BEING
BLACKLISTED**

To

The Deputy General Manager,....
INDIAN BANK,.....
ZONAL OFFICE COIMBATORE
No.31 Variety Hall Road.....
Coimbatore - 641 001

Undertaking (To be submitted by all bidders on their letter head)

We _____ (bidder name), hereby undertake that:

- We have not been blacklisted by the Government Authority or Public sector undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the company)

Date:

ANNEXURE V - BIDDERS INFORMATION

(To be submitted by all bidders on their letter head)

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners (if applicable)

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in Server/PCbusiness _____

Please give brief financial particulars of your firm for the last 2 years along with the volume of business handled (attach proof).

Year	2018-19	2019-20
Operating Profit		
Total Turnover		

Signature

Seal of company

**ANNEXURE VI - ACCEPTANCE OF TERMS AND
CONDITIONS**

(Letter to the bank on the vendor's letterhead)

To

The Deputy General Manager,....
INDIAN BANK,.....
ZONAL OFFICE COIMBATORE
No.31 Variety Hall Road.....
Coimbatore - 641 001

Dear Sir,

Sub: RFP for AMC of Desktops, and Servers

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the Maintenance of the equipment as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information /annexure and also photocopy of un priced commercial bid is enclosed.

We also confirm that the offer shall remain valid for 90 days from the date of the offer.

We hereby undertake that the spares/ components replacement will be exactly similar or more than the present configuration/model.

The software to be installed are to be obtained from the Bank.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

ANNEXURE VII – DECLARATION FOR COMPLIANCE

(To be submitted by all bidders on their letter head)

All Terms and Conditions including scope of work except technical specifications

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

Signature:

Seal of company

Technical Specification

We certify that the services offered by us for tender confirms to the terms & Conditions stipulated by you with the following deviations

List of deviations

1) _____

2) _____

3) _____

4) _____

Signature:

Seal of company

(If left blank it will be construed that there is no deviation from the specifications given above)

List of Branches – District Wise

S No	Branch Name	Branch Category	District
1	Achipatti	RURAL	Coimbatore
2	ADU CAMPUS	METRO	Coimbatore
3	Anamalai	SEMI URBAN	Coimbatore
4	Avinashi	SEMI URBAN	TIRUPPUR
5	Balacola	SEMI URBAN	NILGIRIS
6	Bilichi	SEMI URBAN	Coimbatore
7	Chenniyampalayam	RURAL	Coimbatore
8	Cheran Managar	METRO	Coimbatore
9	Coimbatore Main	METRO	Coimbatore
10	Coimbatore Municipal Corpn.	METRO	Coimbatore
11	Coonor	SEMI URBAN	NILGIRIS
12	Devarshola	SEMI URBAN	NILGIRIS
13	Dharapuram	SEMI URBAN	TIRUPPUR
14	Ganapathy	METRO	Coimbatore
15	Gudalur(choondi)	SEMI URBAN	NILGIRIS
16	Hope College	METRO	Coimbatore
17	Ind Msme Coimbatore	METRO	Coimbatore
18	IND MSME BRANCH (IMB) TIRUPUR	URBAN	TIRUPPUR
19	K G Hospital Complex	METRO	Coimbatore
20	Kadaiyur	RURAL	TIRUPPUR
21	Kalampalayam	RURAL	Coimbatore
22	Kalapatty	SEMI URBAN	Coimbatore
23	KAMARAJ ROAD(TIRUPPUR)	URBAN	TIRUPPUR
24	Kangeyam	SEMI URBAN	TIRUPPUR
25	Kangeyam road	URBAN	TIRUPPUR
26	Karamadai	SEMI URBAN	Coimbatore
27	Karattupalayam	RURAL	Coimbatore
28	Kattampatti	RURAL	Coimbatore
29	Kavundampalayam	SEMI URBAN	Coimbatore
30	Kmch Goldwins	METRO	Coimbatore
31	Kotagiri	SEMI URBAN	NILGIRIS
32	Kovaiपुर	METRO	Coimbatore
33	Kuniyamuthur	SEMI URBAN	Coimbatore
34	Lawly Road	METRO	Coimbatore
35	M. Palada	SEMI URBAN	NILGIRIS
36	Market Road (Pollachi)	SEMI URBAN	Coimbatore
37	Masinagudi	RURAL	NILGIRIS
38	Mettupalayam	SEMI URBAN	Coimbatore
39	Microsate Coimbatore	METRO	Coimbatore
40	MICROSATE POLLACHI	SEMI URBAN	Coimbatore
41	Naduvattam	RURAL	NILGIRIS
42	P N Palayam	METRO	Coimbatore

43	Palladam	SEMI URBAN	TIRUPPUR
44	Palladam road	URBAN	TIRUPPUR
45	Pandalur	SEMI URBAN	NILGIRIS
46	Paranjervazhi	RURAL	TIRUPPUR
47	Pasur	RURAL	Coimbatore
48	Peelamedu	METRO	Coimbatore
49	Perianaickenpalayam	SEMI URBAN	Coimbatore
50	Periaputhur	RURAL	Coimbatore
51	Podanur	METRO	Coimbatore
52	Pollachi	SEMI URBAN	Coimbatore
53	Puliakulam	METRO	Coimbatore
54	R S Puram	METRO	Coimbatore
55	Raja Street	METRO	Coimbatore
56	Ramnagar	METRO	Coimbatore
57	S R NAGAR TIRUPUR	URBAN	TIRUPPUR
58	Saibaba Colony	METRO	Coimbatore
59	Samathur	RURAL	Coimbatore
60	Saravanampatty	METRO	Coimbatore
61	Siddhapudur	METRO	Coimbatore
62	Singanallur	METRO	Coimbatore
63	Sivananda Colony	METRO	Coimbatore
64	Sowripalayam	METRO	Coimbatore
65	Sukrawarpet	METRO	Coimbatore
66	Sulur	SEMI URBAN	Coimbatore
67	Sundarapuram	METRO	Coimbatore
68	Thudiyalur	METRO	Coimbatore
69	Tiruppur	URBAN	TIRUPPUR
70	Trichy Road(COIMBATORE)	METRO	Coimbatore
71	Udumalpet	SEMI URBAN	TIRUPPUR
72	Uthagamandalam	SEMI URBAN	NILGIRIS
73	Vadakalur	RURAL	Coimbatore
74	Vadavalli	SEMI URBAN	Coimbatore
75	Vagarampalayam	SEMI URBAN	Coimbatore
76	Valparai	SEMI URBAN	Coimbatore
77	Vellakoil	SEMI URBAN	TIRUPPUR
78	Vellalur	SEMI URBAN	Coimbatore
79	CHENNAI POLLACHI	SEMI URBAN	Coimbatore
80	SULTANPET	RURAL	Coimbatore
81	VELANDIPALAYAM	METRO	Coimbatore
82	MCB COIMBATORE	METRO	Coimbatore
83	ZO COIMBATORE	METRO	Coimbatore
84	RAMPC	METRO	Coimbatore
85	INSPECTION CENTRE	METRO	Coimbatore
86	SAM BRANCH COIMBATORE	METRO	Coimbatore