

**Indian Overseas Bank, Visakhapatnam Regional Office**

**REQUEST FOR PROPOSAL FOR MAINTAINANCE  
OF PC/PERIPHERALS AT BRANCHES OF INDIAN  
OVERSEAS BANK, VISAKHAPATNAM REGION**



**RFP REF NO - IOB/VSKP/AMC/02/2024 DATED 31.12.2024**

## **DISCLAIMER**

Indian Overseas Bank, Regional Office, Visakhapatnam has prepared this document to give background information on the project to the interested parties. While Indian Overseas Bank has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Indian Overseas Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by IOB in submitting the Tender. The information is provided on the basis that it is non-binding on Indian Overseas Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Indian Overseas Bank reserves the right not to proceed with the bidding or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

## Preamble

Indian Overseas Bank, Visakhapatnam Regional Office (A Scheduled Commercial Bank) invites sealed tenders through two bid tendering system (Technical and Commercial Bid) from reputed companies with proven track records for Annual Maintenance Contract for its existing Computer Hardware and Peripherals of different capacities and make available at various branches/offices of Indian Overseas Bank spread across Kakinada(7 Branches), Visakhapatnam (17 branches), Vizianagaram (8 branches), Srikakulam (3 branches), East Godavari (7 branches) , West Godavari (4 branches), Eluru(5 Branches), Anakapalli(9 Branches), Konaseema(7 Branches) and ASR Paderu(1 Branch) districts of Andhra Pradesh. The details of these PC/Peripherals are provided in **Annexure B** attached with this document.

<b>S No</b>	<b>Details of PC/Peripherals</b>	<b>Total number</b>
1	Passbook Printer	60
2	Scanner	71
3	LaserJet Printer	95
4	Desktops	452

**Project specific terms and conditions, general terms and conditions and Annexure relating to this RFP are furnished hereunder.**

**1. PROJECT SPECIFIC TERMS & CONDITIONS:**

<b>S.No</b>	<b>Description of Information / Requirement</b>	<b>Information / Requirement</b>
<b>1</b>	Tender Reference Number	<b>RFP REF NO - IOB/VSKP/AMC/01/2024 DATED 28.11.2024</b>
<b>2</b>	Date of Sale of Applications	31.12.2024
<b>3</b>	Last date for receipt of queries, if any.	20.01.2025
<b>4</b>	Pre Bid Meeting for queries and clarification	07.01.2025: 15:00 hrs
<b>5</b>	Bid Submission Mode.	Physical Deposit of sealed tender at Regional Office in the tender box
<b>6</b>	Last Date and Time for submission of bids along with supporting documents and NEFT details for Application Fee.	20.01.2025: 16:00 hrs  <u>Neft to be sent to:</u> Name : Indian Overseas Bank Acc. No: 20100113301010 IFSC Cd : IOBA0002010
<b>7</b>	Date, time, and venue for opening the technical bid	21.01.2025 at 15.30 hours at Indian Overseas Bank, Regional Office, Visakhapatnam
<b>8</b>	Date and Time of opening the commercial bids.	Will be intimated to technically short-listed bidders.
<b>9</b>	Name of contact officials for query submission as stated in serial no.3 and for any enquiries.	Mr. Pavan Kumar Upadrasta – Manager (IT)
<b>10</b>	Address for Communication / Submission of Bids	The Chief Manager, Indian Overseas Bank Regional Office, 3 <sup>rd</sup> Floor, Sri Nithya Complex, Ramataalkies road, Visakhapatnam Telephone <a href="tel:0891-2706318">0891-2706318</a> Email <a href="mailto:2010rcc@iob.in">2010rcc@iob.in</a>

### 1.1. COST OF BID DOCUMENT :

Sl.No.	Description	Amount in Indian Rupees
1.	Cost of Application	2000.00

### 1.2 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

1. The bidder should be in the business of providing AMC to PC/Peripherals and should have been in operation for a period of at least five years. (Documentary proof should be attached).
  2. Vendors classified under MSME Category as per MSMED Act 2006, of Government of India are exempted from fulfilling Turnover Criteria and Experience Criteria. To avail exemption, Bidders must submit valid Udyam Registration Certificate. MSME certificates without related NIC codes(ex: 62\*\*\* & 95\*\*\*) will be rejected.
  3. The Bidder has registered a turnover of at least Rs.10 Crore per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 5 financial years, (not inclusive of the turnover of associate companies) as per the accounts. (Documentary proof like Balance Sheet for the last five years should be attached)
  4. The bidder has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per accounts. (Documentary proof like P & L Statement for the last 3 years should be attached)
- i) Bank has PC/Peripherals of different make, capacities and age. Bidders are required to service PC/Peripherals of all makes. Bidders should provide proof that they are able to service PC/Peripherals of any make, capacity and age. The bidder should have successfully implemented 3 orders of similar project as on 30.09.2024 with a value greater than Rs.15 Lakhs each in a single order in any State / Central Government / PSU / Banking / Insurance company with not less than 50 locations which should comprise of all districts of Andhra Pradesh in the last 3 financial years other than Indian Overseas Bank. Certificate from the client as per format provided in Annexure D along with documentary proof should be submitted along with the technical bid for all

three work orders. Only 3 Work Orders with certificate from client should be submitted along with the Technical Bid. The first three work orders with Certificates from clients will be taken into account for verification. If the vendor submits more than three work orders along with certificates from their clients, then the first three will be taken for consideration. Vendors are therefore requested to submit the required documents only for verification. Vendor should not have been delisted/banned by any Government, Regulatory Authority, Financial Institution, etc. Further, the vendor should not have any insolvency case against it.

5. The bidders should have a direct office in Visakhapatnam and at least two own offices registered with local body in service area mentioned in this RFP. Each office should be staffed with persons (other than service engineers) under payroll of the bidder with ESIC and PF Registrations. Bidder should have atleast two service engineers (resident/service center attached) in Eluru , Anakapalle ,Asr Paderu, Kakinada ,Konaseema,West Godavari, East Godavari, Visakhapatnam, Vizianagaram and at least one service engineer in Srikakulam districts of Andhra Pradesh for maintenance/ servicing of PC/Peripherals. Bidders need to stock sufficient spares district wise in these centers to service PC/Peripherals breakdowns in multiple branches without loss of time. Bidder's service centers should be equipped with men and material (minimum spares to service at least 10% of PC/PERIPHERALS simultaneously, district-wise) to cater to multiple PC/Peripherals breakdowns. Bidders need to provide stand-by PC/Peripherals as replacement whenever the PC/Peripherals at the branch are to be moved to the bidder's workshop for servicing. (Details of service center should be provided as per format provided Annexure-F)
6. Bidder's offices and service centres /locations should be staffed with personnel under the pay roll of the bidder having PF and ESIC Registration, and service engineers should have suitable technical qualifications and adequate experience in providing AMC of PC/Peripherals services to be procured by the bank, under this RFP. Bidder to submit the details of the service centre and staff details including resident engineers (as per format provided in Annexure-F and Annexure-G of the RFP) along with the technical bid.
7. Bidder should submit a letter of undertaking (as per Annexure A) confirming to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum for the AMC of PC/Peripherals at its Branches / Regional and other Offices located across the Country.
8. Bidder should submit the copies of GST Registration copy, TIN Number details and PAN Card copy along with the technical bid.

9. The bidder should have a valid ISO 9001:2015 Certification (Copy of the valid certificate as on 31.10.2024 to be attached)

The bidder shall furnish relevant documents / self-declaration supporting the above eligibility/ qualification criteria along with the technical bid.

### **1.3 SCOPE OF WORK**

- a. The Successful bidder is required to provide preventive maintenance every quarter and service of PC/Peripherals if found to be faulty in branches of Indian Overseas Bank in the districts of Eluru, Anakapalle ,Asr Paderu, Kakinada ,Konaseema,West Godavari, East Godavari, Visakhapatnam, Vizianagaram and Srikakulam. (Preventive maintenance report format will be provided by bank)
- b. Successful bidder is required to do preventive maintenance activity in the Peripherals once in every three months. Preventive Maintenance will include cleaning and servicing of the peripherals, replacement of worn-out parts, checking the working of the printers/scanners/passbook printers, checking and updating Antivirus, Operating System Security Patches, checking availability of essential software's prescribed by bank etc. The preventive maintenance service report duly acknowledged by the branch user should be submitted to Indian Overseas Bank Regional Office along with the Performa invoice every quarter for release of quarterly AMC payments.
- c. Successful bidders shall provide call logging and tracking facility through provision of single point number facility (vernacular and English speaking). Sticker with details of toll free number should be affixed on the top / side of the PC/Peripherals. These stickers should provide the telephone numbers & email address of the call centre, machine id etc.
- d. Successful bidder should provide one resident engineer who should be located at Regional Office Visakhapatnam for logging of calls and troubleshooting issues as and when they arise. Official mobile number to be allocated to resident engineer with Whatsapp facility and official email access in mobile. No additional cost will be given by the bank in this regard.
- Vendor must specify charges per annum exclusively for Resident Engineer in Annexure C. The Charges should be in compliance with Contract Labour Act(R&A) 1970 rules and engineer should be covered with EPF & ESI. This amount will be paid along with quarterly payments upon submission of Employee Monthly pay-slip, ESI, EPF Challans and Account Statement (Salary Credit Proof).
- e. Successful bidder to arrange engineer visit to all branches for verification of asset and affixing sticker mentioned in point 1.3 d and submit asset details in preventive maintenance report format provided by bank. Details to be submitted within 30 days.

- f. To improve PCs Uptime which are under warranty. Bank would like to avail OSS(Onsite Service Support) for PCs under warranty. Separate T&C(Terms and Conditions) and SOW(Scope of Work) for the purpose of OSS is given in Annexure H. The charges for the same must be mentioned in Annexure C. Please go through all T&C and Annexure H while bidding in Annexure C

#### **1.4 ANNUAL MAINTENANCE CONTRACT (AMC) & CHARGES:**

- a) The quoted AMC charges shall include all charges including preventive maintenance of PC/Peripherals for a period of 3 years from 1st January 2025-31<sup>st</sup> December 2028. Quoted prices shall be all exclusive of taxes and tax amount should be mentioned separately.
- b) Quoted prices shall be exclusive of all taxes. Taxes at the rate applicable as on date of invoice shall be paid by the Bank.
- c) Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
- d) A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e) Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- f) Bids (both technical as well as commercial bid) shall be valid for a period of 90 days from the last date for submission of bids.
- g) The Performance of the Bidder under the Annual Maintenance Contract shall be reviewed on a yearly basis in the month of October every year and if found suitable renewed for a further period of one year at a time. The total period of contract shall not exceed three years. However, Bank reserves the right to extend the contract for a further period of two years on expiry, on the same terms and conditions.
- h) Bank reserves the right to cancel the contract at any time without giving any notice or reason and blacklist bidder for next 5 years from the banks bidding process if it is found that the successful bidder is not able to fulfill the scope of the contract as per the terms and conditions outlined elsewhere in this document.



- i) Bids without signature of authorized signatory of the bidder will be summarily rejected.
- j) During the AMC period if the Bank replaces the PC/Peripherals with new hardware, the existing hardware which has been replaced will be deducted from payment from the next quarterly payments. Bank reserves the right to replace the PC/Peripherals. The replacement of the PC/Peripherals will be intimated to the successful bidder.

### **1.5 PAYMENT TERMS:**

For each quarter, 100% of the quarterly AMC amount will become payable at the end of quarter i.e., at the end of March, June, September and December every year, after getting a feed-back from Branches on satisfactory service, detailed call report of quarter. Preventive Maintenance of PC/Peripherals should be done in each quarter. Successful Bidder is required to submit service report (in format provided) duly acknowledged by the branch, in respect of Preventive Maintenance for each quarter, along with the quarterly payment request.

### **1.6 RELEASE OF PAYMENT:**

Proportionate payment for AMC of PC/Peripherals will be made at the end of each quarter. At the time of payment of AMC the bidder is to submit the duly filled preventive Maintenance Report signed by the bidder and the branch manager without fail. Submission of quarterly payment request without the Preventive Maintenance Report for any particular quarter will be treated as incomplete. If Preventive Maintenance Report for the branch for any particular quarter is not submitted the AMC amount for the branch will be proportionately deducted from the total amount.

### **1.7 PRICES AND TAXES**

- a. Applicable TDS, if any will be deducted from the amount payable
- b. Prices should be furnished item-wise with break-up of unit costs as per Commercial bid in Annexure C.
- c. Prices quoted by the Bidder shall remain fixed during the contract period and will not be subject to variation on any account.
- d. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

- f. Bids (both technical as well as commercial bid) shall be valid for a period of 90 days from the last date for submission of bids.
- g. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
- h. Bids without signature of authorized signatory of the bidder will be summarily rejected

## **1.8 EVALUATION OF BIDS AND AWARDING THE CONTRACT**

### **a. Evaluation of Bidder's Qualification Criteria:**

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be prepared for opening the commercial bid.

- i) Compliance of Bidders Qualification Criteria stipulated in Clause 1.2 of RFP duly supported by documentary evidence called for therein.
- ii) Submission of duly signed Annexures A, D, E, F and G of the RFP.
- iii) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
- iv) The documents supporting the technical bid should be serially numbered and tagged. No documents other than asked for in the Technical Bid should be submitted along with the Technical bid.

### **b. Evaluation of Commercial bids:**

Commercial bids submitted by the technically qualified short-listed bidders (qualified as per 1.8 (a)) will be opened and evaluated for awarding the contract. The Bank's evaluation of the commercial bids will consider the following factors.

- ii) Status of Compliance of Bidder's Qualification Criteria as per Clause 1.2 of this RFP.
- iii) Submission of Commercial Bid strictly in the format specified in Annexure C of RFP.

### **c. Determination of L1 Bidder and Awarding of Contract:**

L1 (Lowest Bidder) will be arrived on the basis of lowest corrected amount quoted in Row 7 column F of Annexure C

### **d. Splitting of Orders:**

- i) The right of splitting the orders is vested with the bank. In case Bank feels that L1 bidder is capable of servicing the PC/Peripherals then 100% of the contract value will be awarded to the L1 bidder. Bank has the right to split

the order between L1 and L2 bidders subject to L2 bidder matching the L1 quote of AMC for PC/Peripherals. In case L2 is not able to match the amount quoted by L1, then Bank may at its discretion invite L3 bidder to match the L1 bidder's quote and so on. If L2, L3, L4 and so on bidders are not able to match the L1 bidder then the Bank may at its discretion place work order for 100% of the contract value with L1 bidder.

- ii) The Work order will be split between L1 and L2 bidders in the proportion of **60%:40%** if the bank decides to split the order between two bidders. Bidders in their own interest are required to quote the best possible rate.

## **2. GENERAL TERMS & CONDITIONS:**

### **2.1. SUBMISSION OF BIDS:**

#### **2.1.1. SUBMISSION OF BIDS AND DOCUMENTS:**

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP alone should submit the bids.

Bank will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, Extension / preponement of submission date and time will be at the sole discretion of the Bank.

***Bids submitted by any other means other than bid submission in physical form will not be accepted by the Bank***

***In addition to submission of bids, Bidder should also submit the following in the same sealed cover to the address clause 1 of the RFP.***

- 1) Neft details of for **Rs.2000/-** (Rupees Two Thousand only – non-refundable) towards cost of documents.

In case the above documents are not submitted on or before the schedule mentioned in clause 1 of the RFP, the bid will be rejected.

The above documents in a sealed cover should be delivered in the drop box provided or delivered to Chief Manager, IOB Regional Office, Visakhapatnam on or before the date and time mentioned in the Schedule for bidding process given in clause 1 of this RFP.

### **2.2. BID OPENING PROCESS:**

The Bank will follow a two-stage bid opening process through open tender system. These stages are:

1. Technical Bid Opening and Evaluation.

## 2. Commercial Bid Opening and Evaluation

In the first stage, the technical bids submitted shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1 of this RFP.

In the second stage, commercial bid submitted by the short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid be based on the criteria set out in Clause 1.8 of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.8 (b) and (c) of this RFP. Determination of L2, L3, L4 etc. will also be done as per the above criteria

### **2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:**

The bid should also be accompanied by NEFT details of Application fee (non-refundable) for **Rs.2000/-** (Rupees Two Thousand only), payable in Visakhapatnam. Bids received without the details of NEFT in Annexure I is to be filled and submitted for this purpose , Bids received without Annexure I will be treated as Non-responsive and are liable for rejection.

### **2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:**

All enquiries from the bidders, related to this RFP must be directed in writing and sent to the address mentioned in clause 1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the separate communication will be sent to individual bidders.

### **2.5. LIABILITIES OF THE BANK:**

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the successful bidder.

## **2.6. OWNERSHIP:**

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

## **2.7 FURNISHING OF INFORMATION**

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

## **2.8 FORMAT AND SIGNING OF BIDS**

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer. The bidder along with the cost of bid documents should submit a letter attesting the signatures of the authorized official responsible for signing the bid documents.

## **2.9 AUTHENTICATION OF ERASURES / OVERWRITING ETC.**

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

## **2.10 AMENDMENTS TO RFP TERMS AND CONDITIONS:**

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be intimated to the bidders separately.

## **2.11 CLARIFICATION**

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

## **2.12 ERRORS AND THEIR RECTIFICATION**

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

## **2.13 BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.**

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected

Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

#### **2.14 CONTACTING THE BANK**

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid

#### **2.15 ACCEPTANCE OF CONTRACT.**

Within 7 days (inclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank along with acceptance letter as a token of having accepted the terms and conditions of the Purchase Order.

#### **2.16 FORMATION OF CONTRACT.**

The notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract.

#### **2.17 ASSIGNMENT**

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

#### **2.18 USE OF CONTRACT DOCUMENTS AND INFORMATION**

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

#### **2.19 (a) TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

if the Bidder fails to provide AMC as per the terms and conditions mentioned in the RFP

if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, AMC related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

## **2.19 (b) 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.

## **2.20 FORCE MAJEURE**

Notwithstanding the provisions of clauses 2.19(a) to 2.19(b) the 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, fires, floods 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.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure 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, fires, floods and epidemics

## **2.21 RESPONSIBILITY FOR FAULT FREE OPERATION & PENALTY:**

The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of the PC/Peripherals hardware and maintenance during the AMC period.

The following conditions shall be applicable for ensuring trouble-free maintenance:

- a) 97% uptime per year should always be maintained for resolving PC/Peripherals hardware problems at the locations where the PC/Peripherals is located. The percentage of downtime will be calculated based on the time to repair / rectify a fault from the time the complaint is made to the time it is rectified. i.e. For the PC/Peripherals maintained by the successful bidder the downtime should be limited to maximum 11 days in different occasions in a year. If the above uptime is not maintained, penalty in the form of a percentage will be deducted from the AMC payment (details given below). Successful Bidder should ensure that 10% of the hardware spares should be made available at their service centre in each of the Ten districts. Defective parts should be replaced within 24 hours of receipt of the complaint.



- b) As part of preventive maintenance, during AMC contract period, all the PC/Peripherals which is included in the AMC will be serviced once in three months, and records for having done the preventive maintenance has to be furnished in format attached to Regional Computer Centre of the Bank every three months for making payment of quarterly payments.
- c) The Bank will normally approach the successful bidder through his Central Help Desk /call centre for any problem relating to PC/Peripherals in branches. During emergencies/ problem times, the branch / Regional office will make a call /complaint only to the local service centre / service engineer and **not** to a Central Help desk/ call centre for troubleshooting.
- d) Bidder to attend all service calls within 4 hours from logging of the call.
- e) Maintenance services shall be made available on all working days of the Bank's branches/offices from Monday through Saturday. The services should be available from 10 AM to 6 PM.
- f) Normally time taken to repair/resolve shall not exceed 24 hours. If Any PC/Peripherals is reported to be down before 2 PM on a given day, it should be either repaired or replaced by a standby PC/Peripheral of similar or higher capacity on the same day or latest before 11 AM the next working day. Any PC/Peripherals reported down after 2 PM should be repaired / replaced by a standby PC/Peripheral as stated above on the same day or latest by 2 PM on next working day.
- g) If the selected bidder fails to meet the above mentioned service levels as stated in service uptime above, a penalty shall applicable as follows:

For each PC/Peripherals downtime 5% of the cost of AMC for the concerned PC/Peripherals will be charged for each day of delay more than what is specified earlier. For part of a day delay in servicing the PC/Peripherals the charges will be calculated as applicable for one day. Penalty amount such calculated will be directly deducted from the AMC charges payable by the bank at the end of each quarter. The maximum penalty deducted will be restricted to 10% of the cost of the AMC. In case of non-adherence to the PC/Peripherals downtime clause and if even a single PC/Peripheral is down for more than 4 days from date of complaint with no action taken to rectify the same or if the successful vendor does not provide a stand by PC/Peripherals, Bank has the right to cancel the contract and invoke the performance guarantee.

## **2.26 Exclusions**

Relocation of existing assets, installation of new equipment, hardware upgradation of assets and cannibalization of assets

Physical damages caused intentionally or unintentionally by Bank or their employees or associations.

Cosmetic parts and Consumables (Toner Cartridges, Ink Cartridges, Ribbon Cartridges, CDs, DVDs etc.)

Cosmetic parts do not include Printer heads of passbook printers

Cosmetic parts include Plastic parts of PC/peripherals and cables and connectors. All other items should be covered under AMC.

## 2.27 RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Courts of Visakhapatnam shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

Checklist while submitting Technical Bid for selection of vendors for maintenance of PC/Peripherals Systems (To be submitted in sealed envelopes along with Technical bid)

<b>Sr No</b>	<b>Particulars (Ensure whether the following have been enclosed)</b>	<b><u>YES</u></b>	<b><u>NO</u></b>
<b>1</b>	<b><u>NEFT Details of Cost of BID Document Rs 2000/-</u></b>		
<b>2</b>	Self-Certified letter of unconditional acceptance of all Terms & Conditions <b><u>Annexure A</u></b>		
<b>3</b>	Commercial Bid (In separate cover) <b><u>Annexure C</u></b>		
<b>4</b>	Proof of being in the business of providing AMC for a period of at least 5 years		
5	Certificate for Work Experience in the same field for last 3 years as per technical bid criteria <b><u>Annexure D</u></b> Enclose copy of work order from three clients with certificate as		

	per Annexure D		
6	Balance Sheet for the last 3 years		
7	Profit and Loss Statement for the last 3 years		
8	Escalation Matrix <b><u>Annexure E</u></b>		
9	List of support Offices with complete address, e-mail id, telephone & manpower with manpower details including mobile number at each location <b><u>Annexure F</u></b>		
10	Manpower details with Employee code, Experience in years, ESIC Number , EPF UAN Number <b><u>Annexure G</u></b>		
11	Terms and Conditions for Onsite Service Support <b><u>Annexure H</u></b>		
12	UTR Transaction Details of Application Fee(non-refundable) <b><u>Annexure I</u></b>		
13	Compliance Certificate on labour laws <b><u>Annexure J</u></b>		
14	PAN Card copy, GST Registration Certificate, TIN Number details		
15	Local Office registered under Shop and Est. Act (documentary proof)		
16	ESI Corporation Registration Certificate(documentary proof)		
17	Contract Labour Act (Regulation & Abolition) 1970 Registration Certificate(documentary proof)		
18	EPF and Miscellaneous Provisions Act 1952 Registration Certificate(documentary proof)		

The documents given above should be in chronological order (except for the commercial bid which should be separately enclosed in an envelope) and tagged. Submission of Technical bid without proper order and form will be summarily rejected

**Annexure A**

**DECLARATION**

(To be submitted in letter head)

I / We have read the instructions appended and all terms and conditions and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Indian Overseas Bank, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of Indian Overseas Bank in selection of contractors will be final and binding to me / us.

All the information furnished by me hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I / We agree that I / We have not applied in the name of sister concern for the subject process.

Place:

Signature

Date:

NAME& DESIGNATION

SEAL OF ORGANISATION

**ANNEXURE B**

**TOTAL NUMBER OF PC/Peripherals TO BE COVERED UNDER THIS AMC**

PCs: HP/ACER

Scanner: HP/Bearpaw/Canon/Epson/etc

Passbook Printer: Epson PLQ-20/35 / Olivetti PR 2 E/TVS SPEED 40+/etc

Laser-jet Printer: CANON/ HP

Sl.No	BRANCH CODE	BRANCH NAME	DESKTOP	PASSBOOK PRINTER	LASERJET PRINTER	SCANNER	DISTRICT
1	31	kakinada	9	1	3	1	Kakinada
2	77	Rajahmundry	7	1	1	2	East Godavari
3	121	Vizag-main	17	2	4	3	Visakhapatnam
4	122	Eluru	8	1	2	1	Eluru
5	294	Nakkapalle	7	0	1	1	Anakapalli
6	328	Pallamkurru	7	1	2	1	Konaseema
7	361	Srikakulam	7	0	1	2	Srikakulam
8	364	Bobbili	8	1	1	1	Vizianagaram
9	371	Vaddadi	7	1	1	2	Anakapalli
10	384	Vizianagaram	8	1	2	1	Vizianagaram
11	393	Anakapalle	8	1	1	1	Anakapalli
12	529	Tapeswaram	7	0	2	1	Konaseema
13	530	Peddapuram	11	1	2	2	Kakinada
14	554	Pithapuram	7	1	3	1	Kakinada
15	642	Samisragudem	5	1	2	1	East Godavari
16	661	Amalapuram	6	1	2	1	Konaseema
17	726	Anathavaram	6	0	1	1	Konaseema
18	863	P N Kolanu	6	1	1	1	Eluru
19	870	Rampuram	9	1	1	1	Visakhapatnam
20	923	Perumali	5	1	2	2	Vizianagaram
21	948	Rajapulova	8	0	1	2	Vizianagaram
22	1037	Penumarthi	7	1	1	1	Kakinada
23	1090	Achutapuram	7	0	1	1	Anakapalli
24	1091	Bhimavaram	8	1	2	1	West Godavari
25	1128	Gujangivalasa	5	2	2	1	Vizianagaram
26	1129	Allada	6	1	1	1	Srikakulam
27	1167	Donkinavalasa	5	1	1	1	Vizianagaram
28	1168	Butchayyapeta	4	0	1	1	Anakapalli
29	1233	rayapalli	5	1	1	1	ASR PADERU
30	1446	Jagadamba-Vizag	9	2	1	1	Visakhapatnam
31	1547	Xavier Nagar	8	1	1	1	Eluru
32	1597	Balagathopu	7	1	1	0	Srikakulam
33	1636	Prakashnagar	6	1	1	1	East Godavari
34	1648	Gajuwaka	7	1	1	0	Visakhapatnam
35	1649	VUDA-Vizag	9	1	2	1	Visakhapatnam
36	1650	Marketyard (akp)	5	0	1	0	Anakapalli
37	1651	Saripalle	7	1	1	1	Visakhapatnam
38	1671	balajipeta	5	2	2	1	East Godavari
39	1672	Dental College	4	1	1	0	Eluru
40	1911	Tadepalligudem	6	1	1	1	West Godavari
41	1915	Akkayyapalem	8	1	2	1	Visakhapatnam
42	1939	NAD Junction	7	1	2	1	Visakhapatnam
43	2140	Suryaraopeta	6	1	2	1	Kakinada
44	2145	Madhavadhara	5	2	2	1	Visakhapatnam
45	2191	Pedawaltair	7	1	1	1	Visakhapatnam
46	2196	Madhurawada	6	1	1	1	Visakhapatnam
47	2311	Veerabhadrapuram	6	1	2	1	West Godavari
48	2312	Payakarao peta	6	1	1	1	Anakapalli
49	2385	Kirlampudi-layout	6	1	2	1	Visakhapatnam
50	2483	Gajapatinagaram	5	1	1	0	Vizianagaram
51	2497	Rajanagaram	4	1	0	1	East Godavari
52	2498	Chintalavalasa	4	1	1	1	Vizianagaram
53	2515	Nallajerla	4	1	1	1	East Godavari
54	2562	Gullepalli	5	1	1	1	Anakapalli
55	2010	Vizag RO	32	0	12	0	Visakhapatnam
56	2602	Palakollu	0	1	1	0	West Godavari
57	2603	Makavarapalem	4	1	0	1	Anakapalli
58	2606	Jaggu Junction	6	1	1	1	Visakhapatnam
59	2908	prahladapuram	6	1	1	1	Visakhapatnam
60	2910	Seethammadhara	6	1	1	1	Visakhapatnam
61	3076	Ubalanka	5	1	1	1	Konaseema
62	3077	Mandapalle	4	1	1	1	Konaseema
63	3179	Sujatha nagar	4	1	1	2	Visakhapatnam
64	3222	Duggudurru	5	1	1	1	Kakinada
65	3474	kolamuru	5	1	1	2	East Godavari
66	3554	Yanam	5	1	1	1	Kakinada
67	3556	Razole	4	1	1	1	Konaseema
68	3641	Jangareddy gudem	4	1	1	1	Eluru
<b>TOTAL</b>			<b>452</b>	<b>60</b>	<b>95</b>	<b>71</b>	

**Annexure C**

**Commercial Bid for AMC of PC/Peripherals for branches coming under  
Indian Overseas Bank Visakhapatnam Region  
(To be submitted on the Letter Head of the Bidder)**

**Name of the company :**

Sl No	Particulars / unit of PC/Peripherals of specified capacity	PC/Peripherals type	AMC Amount in Rs (Exclusive of all taxes)/ unit of PC/Peripherals of different capacities for a period of one year)#	Number of PC/Peripherals	Total AMC amount (Exclusive of all taxes)
(a)	(b)	(c)	(d)	(e)	(f)
1	Charge for OSS (in case of visit to branch) per/case	Software Support for Desktops HP/Acer/Lenovo			
2	AMC rate	Passbook Printer			
3	AMC rate	Scanner of different make Bearpaw/HP/Canon/Epson			
4	AMC rate	Laser-jet Printer: CANON/BROTHER/HP/etc			
5	Resident Engineer Cost	-	-	-	
6	GRAND TOTAL	-			

**#AMC amount/year to include maintenance costs of PC/Peripherals and preventive maintenance every quarter.**

**Signature**

**NAME & DESIGNATION**

**SEAL OF ORGANISATION**

**Annexure D**

**Format for Certificate from Clients**

We hereby certify that M/s. \_\_\_\_\_ awarded contract for AMC of PC/Peripherals vide our Purchase Order Reference No. \_\_\_\_\_ dated \_\_\_\_\_ (copy of PO enclosed).

We also certify that M/s. \_\_\_\_\_ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / Letter awarding the Contract.

**Authorised Signatory:**

**Name and Designation of Authorised Signatory:**

**Date:**

**Official seal:**

**Annexure-E**

**Escalation Details**

**Name of Company:**

**Service related Issues**

<b><u>Sl No</u></b>	<b><u>Level of Support</u></b>	<b><u>Name</u></b>	<b><u>Full Office Address</u></b>	<b><u>Phone Number</u></b>	<b><u>Mobile No</u></b>	<b><u>Email</u></b>
<b><u>1</u></b>	<b><u>First level of Support</u></b>					
<b><u>2</u></b>	<b><u>Second Level of Support ( If response is not recd in 4 hours)</u></b>					
<b><u>3</u></b>	<b><u>Third Level of Support ( If response is not recd in 24 hours)</u></b>					
<b><u>4</u></b>	<b><u>Country Head ( If response is not recd in 48 hours)</u></b>					

Any change in designation, substitution will be informed by us immediately.

**Signature**

**Name of representative**

**Designation**



**Annexure-F**

**DETAILS OF SERVICE CENTRES WITH ENGINEERS DETAILS**

We hereby certify that the Service Centres listed below are of our own and is in existence for more than 3 years. The location wise details with technically qualified engineers attached to each Service Centre are furnished below:

Name of the Location	Details of Service Centre with complete address and pin code	Number of Service Engineers attached to each Service Centre (Details of service engineers including mobile number and technical qualification of the Service Engineer, Employee code, PF Registration and ESI registration details of Engineers should be attached separately)

**Authorised Signatory**

**Name:**

**Designation**

**Place**

**Date**

**(To be submitted on Bidders official letter head)**

**Annexure-G**

**DETAILS OF SERVICE CENTRES WITH ENGINEERS DETAILS**

We hereby certify that the below mentioned location wise staff details including details of technically qualified engineers attached to each Service Centre is:

Sl No	Name Of Employee	Employee code	District	Attached to office or Resident Engineer	Mobile Number	UAN Number (EPFO)	ESIC Number	Experience (in years)	Qualification

**Authorised Signatory**

**Name:**

**Designation**

**Place**

**Date**

**(To be submitted on Bidders official letter head)**

## Annexure H

### Onsite Service Support

#### TERMS AND CONDITIONS

- a. Resident Engineer placed at Regional Office, Visakhapatnam will be responsible for handling OSS work.
- b. Whenever the need to visit the branch arises only then payment will be made for such case. Branch Visit will be approved by RO/RCC official based on the case.
- c. Once approval is given by RO/RCC officials via mail/official letter, engineer/AMC vendor may assign the task to respective field engineer at respective district which must be treated at par with AMC call and all T&C will be applicable which are mentioned in clause **2.21 of the RFP**.
- d. **AMC vendor need not replace hardware as the PC is already covered under warranty.**
- e. AMC vendor should quote their per visit charge in Sl.No 8 column F which will be paid only in case of visit is approved by RO/RCC.
- f. **Visiting Charges quoted in case of OSS should not exceed 3% of the desktop cost**

#### SCOPE OF WORK

- a. Resident Engineer (RE) must lodge complaint with OEM whenever there is hardware issue.
- b. Resident Engineer (RE) must try to troubleshoot issues by taking PCs via remote from RCC/RO to the maximum possible extent.
- c. Resident Engineer (RE) must arrange engineer in case if visit is required by the field engineer to trouble shoot the issue, necessary approval from RCC/RO should be taken in advance. AMC vendor will be able to claim charges as mentioned in **Annexure C- row 8 column F** only if prior approval for the same is sought from RCC/RO in writing/mail.
- d. Resident Engineer (RE) must coordinate with OEM for replacement of defunct part and ensure hardware issue is resolved within least possible time (refer clause **2.21 of the RFP**) and should try to make PC online in the shortest time.
- e. Resident Engineer (RE) must coordinate with field engineer to install OS, whenever necessary and other required software, domain joining, Patch updates etc. to make machine online in the shortest time.

**Annexure I**

**UTR Transaction Details of Application Fee (non-refundable)**

<b>S. N.</b>	<b>Requirements</b>	<b>Details</b>
1	Name of the vendor	
2	UTR details Application Fee:	
3	Date of Payment Application Fee:	

**Signature**

**NAME, DESIGNATION & SEAL OF ORGANISATION**

**Annexure J**

Sir/Madam,

RFP Ref. No.: \_\_\_\_\_

**Sub: RFP for selection of bidder for AMC of PCs and Peripherals**

We, M/s \_\_\_\_\_ undertake that we comply with all the applicable clauses of Labour Laws issued by Govt of India for the entire duration of the contract. The required related documents will be submitted, if required during the contract period.

**Authoized Signatory Name:**

**Designation:**

**Vendor's Corporate Name**

**Address**

**Email and Phone #**