



Baroda Rajasthan Kshetriya Gramin Bank

(Head Office : Ajmer)

Tender for Comprehensive Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at branches and offices of the Bank

20th Feb. 2016

RFP Reference: BRKGB:HO:IT:2016:001

Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	20 th February, 2016
2	Last Date of Receiving Clarifications	5:00 PM on 26 th Feb 2016
3	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 15 th March 2016
4	Bid Opening Date (Technical)	4:00 PM on 15 th March 2016

Tender Detail

Document	Description
PART 1	Tender for Comprehensive Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at branches and offices of the Bank
PART 2	INSTRUCTIONS TO BIDDER
PART 3	TERMS AND CONDITIONS
ANNEXURE- 'A'	UNDERTAKING FROM THE BIDDER
ANNEXURE- 'B'	Compliance Statement
ANNEXURE- 'C'	SCOPE OF WORK
ANNEXURE- 'D'	Hardware Items to be covered under AMC
ANNEXURE- 'E'	Financial Bid
ANNEXURE- 'F'	CHECK – LIST

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Rajasthan Kshetriya Gramin Bank expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Tender for Comprehensive Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at branches and offices of the Bank

1. **Baroda Rajasthan Kshetriya Gramin Bank** is a leading Regional Rural Bank with 739 Branches/Offices geographically located in Rajasthan with its **Head Office** at **Ajmer** and **Regional Offices** at Alwar, Baran, Banswara, Bharatpur, Bhilwara, Chittorgarh, Churu, Jhunjhunu, Kota, Neem Ka Thana, Sawaimadhopur and Sikar. It caters to the banking needs in 21 Districts of Rajasthan
2. **Baroda Rajasthan Kshetriya Gramin Bank** (herein after called the BANK) invites bids on prescribed format from the experienced, reputed and competent Vendors/Service Providers having experience of minimum 5 years in the field of repair and maintenance of Computer Hardware and peripherals (details of clients be given) . Bank's various branches and offices are situated in Sawaimadhopur, Karuali, Dausa, Tonk, Bundi, Ajmer, Bhilwara, Banswara, Dungarpur, Chittorgarh, Pratapgarh, Churu Sikar, Alwar, Bharatpur, Jhunjhunu, Dholpur, Baran, Kota, Jhalawar and Bikaner Districts.
3. The Bidders may submit their offer strictly in accordance with the enclosed formats (i.e. Parts 1, 2, 3 and Annexure A to F) only.
4. The Bidders shall accept all technical /commercial terms & conditions mentioned in the Bid Documents.
5. BANK reserves the right to reject any or all the offers without assigning any reason thereof. The "Technical Bid" shall contain company details and compliance statement of terms and conditions (in enclosed formats Parts 1, 2,3 and Annexure A, B, C, D, E and F)
6. The two sealed separate envelopes one containing the EMD and Technical Bid and the other containing Financial Bid respectively should be put in one big envelope duly sealed and super scribed as **Tender for Annual Maintenance Contract for Computer Hardware and Peripherals at branches and offices of Baroda Rajasthan Kshetriya Gramin Bank (BRKGB)**. The sealed tenders duly filled in and complete in all respects shall be addressed to General Manager of BANK, either by Post/Courier/by Hand at the following address on or before **3:00 pm of 15th March, 2016**.

**General Manager,
Baroda Rajasthan Kshetriya Gramin Bank,
Head Office ,
Plot No-2343, 2nd Floor,
Aanasagar Circular Road, Vaishali Nagar,
Ajmer 305004
Rajasthan**

BANK shall not be responsible for any delays and will not entertain the bids received after due date and time mentioned above. The bids which are received by BANK after the expiry of the prescribed period are liable to be ignored.

Note: *Offers/ Counter offers submitted in any manner other than specified above, shall not be considered valid.*

7. The Technical Bid shall be evaluated by a Committee. The financial bids of only

those bidders who qualify in evaluation of Technical Bid shall be opened. The date, time and venue for opening of Financial bids shall be communicated separately to the bidders who qualify in the Technical Bid.

8. The bidder qualified in the technical evaluation and quoting the lowest price will be declared L1 for the purpose of awarding the work order.

9. EARNEST MONEY DEPOSIT

9.1 The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favouring Baroda Rajasthan Kshetriya Gramin Bank, payable at Ajmer (Rajasthan) for amount of **Rs 20,000/-** (Rs. Twenty Thousand only), shall be submitted along with the Bid. In addition, Application money of Rs.2,000/- (Two Thousand only) is payable, which is non-refundable.

9.2 The EMD of the bidder shall be forfeited if the bidder furnish any wrong information, misleads BANK during the course of evaluation of the bid by providing false or misleading information. EMD shall also be forfeited, if the bidder does not accept the offer on being asked to do so.

9.3 The EMD of the unsuccessful Bidders shall be released only after the selection of the successful bidder or two months whichever is earlier. The EMD of the successful bidder shall be released after the Performance Bank Guarantee is received.

NOTE: *Please note that offers not accompanied by the required EMD are liable to be summarily rejected.*

10. It is the responsibility of bidders to read all terms & conditions of this tender carefully before filling the tender document. Incomplete tender documents or bids not in accordance with the terms and conditions of tender document shall be rejected. BANK reserves the right to split or reject any or all the bids without assigning any reason.

11. Any vagueness/ incomplete detail in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest or deliberate omission on the part of the bidder to meet tender requirements.

12. Bids are being invited for Comprehensive Annual Maintenance Contract (AMC) of Computers Hardware and Peripherals at branches and offices of the Bank. The scope of work under the AMC and summary of hardware to be maintained is placed at Annexure-C and D respectively.

13. The bidder must ensure that they meet all the qualifying criteria as per the tender document.

14. Providing wrong information will lead to rejection of bid.

15. No correspondence/ enquiry after submission of bid will be entertained.

16. All the queries and communication must be addressed to the following RFP coordinator/ contact personnel from the Bank:

Mr. D.K.Mata, Tel – 0145-2642579, Email – ho@barodarajasthanrrb.co.in

Yours Faithfully

A.K.Jaiswal
General Manager

Signature of the bidder with Company Seal

Page-2 of 17

INSTRUCTIONS TO BIDDER

Tender for Comprehensive Annual Maintenance Contract (AMC) of Computers Hardware and Peripherals at branches and offices of the Bank.

1. Offers on original printed sheets of company's letter head will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications or rewording of formats shall not be acceptable.

2. The bid in respect of the indicated items shall be submitted under two-bid system: (i) EMD & Technical Bid and (ii) Financial Bid, in separate sealed covers super scribed accordingly. The two envelopes shall be put in a bigger envelope and sealed. All sealed bids must be addressed to:-

**General Manager,
Baroda Rajasthan Kshetriya Gramin Bank,
Head Office ,
Plot No-2343, 2nd Floor,
Aanasagar Circular Road, Vaishali Nagar,
Ajmer 305004
Rajasthan**

3. Qualifying Criteria:

- i) Bidder shall accept all the Terms and Conditions and sign, stamp on each and every page of Part-1, Part-2 and Part-3 and Annexure from A to F of the tender Document which shall be serially numbered and certified by the bidder that Bid contain number of pages as token of acceptance.
- ii) The annual turnover of the Bidder shall not be less than Rs. 50 lakhs (Rupees Fifty Lakh) out of which at least Rs. 30.00 lakh or more in ICT hardware Maintenance Service only in the three preceding financial years. Turnover certificate from Chartered Accountant indicating that the turnover is from the above mentioned Service in this regard shall be enclosed.
- iii) The Vendors/ Service providers having their office in the State of Rajasthan will only be considered. Stationing of Service Engineer in geographical locations of the Bank shall be a must. Detail of current resources deployed may be submitted along with technical bid.
- iv) If the application is made by a partnership firm, current address of the firm and full names and current address of the partners of the firm shall accompany the application. Any supporting documents as called for by the Bank as and when required shall be submitted by the firm.
- v) If the application is made by a limited company, it should be signed by duly authorized person holding the power of attorney. Any supporting documents as called for by the Bank as and when required shall be submitted by the Company.
- vi) Documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. In this regard, copies of the work order and completion certificates shall be submitted. Incomplete applications or applications without proper proof for establishing their credentials will be summarily rejected and no correspondence will be entertained in this regard.
- vii) The bidder shall provide performance certificates of minimum three years experience (of which at least two year experience with Government Organisations/ PSU/Banks) doing maintenance of Desktop computers (approximately 1000 or more devices p.a.)
The bidder shall provide the list of its customers along with their contact address and phone number (present and past) for verification.

- viii) The bidder shall enclose testimonials in support of experience mentioned in the preceding para.
- ix) The bidder shall furnish copies of PAN/TIN/Service Tax registration certificate along with the Audited Profit and Loss and Balance sheet for last three years.
- x) The bidder shall furnish the copies of Acknowledgements for the last three years for Income Tax returns filed with Income Tax Department.
- xi) The firm shall have adequate physical infrastructure based in Rajasthan to support AMC project, such as in-house test cum repair centre and the bidder shall have more than 20 technical staff on their pay roll.

4. Application Money and Earnest Money Deposit:

Application Money of Rs. 2,000/- (Rupees Two Thousand Only) by way of Bankers Cheque / Demand Draft / Pay Order favoring Baroda Rajasthan Kshetriya Gramin Bank, payable at Ajmer (Rajasthan), which is non refundable, must be submitted with Technical Bid.

Earnest Money Deposit Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favouring Baroda Rajasthan Kshetriya Gramin Bank payable at Ajmer, shall be submitted with the Technical bid in an envelope super scribed as EMD and Technical bid for Annual Maintenance Contract for Computers and peripherals at branches and Offices of Baroda Rajasthan Kshetriya Gramin Bank (BRKGB), without which the bid shall be summarily rejected.

5. Technical Bid:

The Technical Bid should be in a sealed envelope with the Application Money, EMD, super scribed as “Application Money, EMD and Technical bid for Annual Maintenance Contract for Computers and peripherals at branches and Offices of Baroda Rajasthan Kshetriya Gramin Bank (BRKGB)”.

The Technical Bid must contain:

- 5.1 Undertaking from the Bidder - as per format given in **Annexure ‘A’**.
- 5.2 Compliance of Terms and Conditions - as per format given in **Annexure ‘B’**
- 5.3 Annual financial statements viz. Balance Sheet, Profit & Loss Account together with Income-tax Return of the company for the last three financial years.
- 5.4 Income Tax PAN Card Number and TIN.
- 5.5 Copy of Service Tax registration Certificate.
- 5.6 Details along with proof for the last three financial years’ experience of providing the maintenance of Desktop (1000 nos. or more) Computers and devices. Bidders shall enclose experience certificates from three agencies out of which at least **two** year from Govt. organization / PSU/ Bank. (*Document shall contain Purchase order along with successful completion certificate*).
- 5.7 *Details of similar nature of work performed during the past period by the firm in the offices their names with period, along with documents supporting the same, along with their contact numbers, addresses, etc.*
- 5.8 An affidavit stating that in the last three years, they have not been blacklisted by any firm/organization/PSU.
- 5.9 Signed copies of Part-1, Part-2 and Part-3 of the tender and Annexure A to D and F.

6. **Financial Bid:**

The Financial Bid should be in a separate sealed envelope super scribed as “Financial Bid for Annual Maintenance Contract for Computers and peripherals at branches and Offices of Baroda Rajasthan Kshetriya Gramin Bank (BRKGB)”.

- 6.1 The Financial Bid shall contain **nothing but prices** as per the *format* enclosed as **Annexure ‘E’**. The bidders are advised to use the prescribed format only (Annexure-E), otherwise, the Financial Bid will be summarily rejected.
- 6.2 In no case any terms and conditions or technical deviations or any other amendment shall be included in the Financial Bid. Any additional options, terms, etc. shall be ignored while evaluating the Financial Bid.
- 6.3 No bid shall be accepted after the prescribed last date and time. Bids received after the prescribed last date and time shall be summarily rejected.
- 6.4 The Technical Bids will, as far as possible, be opened at 04.00 p.m. on the same day (*i.e. the last date for tender submission, 15th March 2016*) in Head Office of the BANK Office at Plot No-2343, 2nd Floor, Anasagar Circular Road, Vaishali Nagar, Ajmer (Rajasthan).
- 6.5 Financial Bids of Bidders who qualify in technical evaluation only shall be opened.
- 6.6 The successful bidder shall be required to enter into a performance contract agreement with BANK. The contract that may eventuate from the tender document shall be governed by the conditions detailed in the contract.
- 6.7 Bid should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the bid.
- 6.8 Failure to comply with any condition mentioned in the tender will render the bid void. Please cross out any mistakes and re-write the same and countersign.
- 6.9 Incomplete bids, amendments and additions to tender terms and conditions after opening and late bids are liable to be ignored.
- 6.10 In the event of space in any particular schedule being insufficient for the required purpose, additional pages may be added. All such additional pages in each schedule must be numbered consecutively, and duly signed (with full signature on each page) by the bidder. In such cases, reference to the additional pages must be made at appropriate places.
- 6.11 Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation, etc. shall be borne by the bidder.

TERMS AND CONDITIONS

1. VALIDITY OF THE OFFER:

The offer shall be valid for three months from the date of receiving of bids; it can be further extended for a period of three months at the discretion of BANK.

2. SERVICE AND SUPPORT:

2.1 The bidder shall make arrangement for skilled manpower at nearest District Head Quarter so that calls may be attended within stipulated earliest time.

2.2 Comprehensive Maintenance: The rates quoted should cover the replacement of the faulty parts, maintenance of operating system, software installation, installation of patches, configuration of applications, e.g. client applications, connection of computers to network and any other work which may be assigned by BANK under the Scope of Work at **Annexure-C**.

3. MAINTENANCE:

3.1 The bidder shall provide maintenance services for all working days. In exigencies, even calls should be attended on holidays also, without any extra charges.

3.2 The bidder shall fulfill all the responsibilities as per the tender document including liaisoning for troubleshooting & maintenance of Computers and peripherals including their networking with other equipments. The AMC shall be comprehensive.

3.3 Preventive maintenance of all the items covered under AMC (as per **Annexure-D**) would be carried out on Half yearly basis. A Preventive Maintenance Report from the user would be submitted to I.T. Department of the BANK, failing which an appropriate penalty would be imposed.

4. RESPONSIBILITIES OF THE BIDDER:

The bidder shall be responsible for the following activities, namely:-

4.1 Total Hardware maintenance including repair and replacement of faulty parts, (Please refer items mentioned in Annexure-D) excluding consumable item.

4.2 The bidder shall be responsible for taking backup data and programme available on PCs/Laptop/Server before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement. All the existing configurations to the corresponding computer have to be restored back by the bidder. Even in case of hard disc failure or virus infection, the bidder should make all the attempts to recover the data wherever possible.

4.3 The bidder shall have the required drivers (CD/DVD/Hard disc etc) for maintaining the PCs and peripherals for configuring them. Details of items kept

for this purpose should be informed to IT Department in writing.

- 4.4 Half yearly Preventive Maintenance of hardware devices, etc., as per Annexure - D and submission of report thereof. The bill for that quarter will be paid only after the bidder submits preventive maintenance report to the satisfaction of BANK.
- 4.5 Half yearly preventive maintenance also includes regular cleaning of individual Desktop Computers, Printers, Multifunctional Devices, Scanners, and Laptops including their interworking with other equipments.
- 4.6 Regular virus cleaning of all Desktop Computers/Servers as per requirement of BANK.
- 4.7 Shifting and reinstallation of Desktop Computers/Printers, etc., as and when required by BANK.

5. **PART REPLACEMENT:**

Bidder is required to keep with him sufficient stock of spares for each item taken under AMC at the beginning of the contract period. In case at any point of time during contract, the vender is unable to re-pair any item under contract due to non-availability of parts or item declared obsolete by the OEM, the charges paid by BANK for that particular item, since the beginning of the contract would be deducted from next quarterly payment to the vendor. In addition, a penalty of 5% of the cost value of item would also be deducted from next quarterly payment.

6. **FAULT REPAIR AND UP-TIME:**

- 6.1 A logbook in physical form as well as in electronic form shall be maintained in which the Service Provider shall record all the complaints related to computers and peripherals and submit a weekly report with all the complaints along with root cause analysis (RCA). All the complaints received shall be attended by them in following manner:-
 - (a) Critical* faults immediately, on same working day.
 - (b) Major# faults within 24 hours by replacement method, with the available spares, if instructed by the IT Department. Other Major faults within 48 hrs, which are to be got serviced from authorized service centers of manufactures.
 - (c) Minor\$ fault in Desktop and peripherals may also be attended as early as possible with the convenience of the User, not beyond 72 hours.

Note:

* Critical = The situation is causing high impact on the related work/business and the dependents are also suffering;

Major = Important work of individual is affecting causing loss of man hours;

\$ Minor = OS updation, patch updation, updation of software, corruption of browser etc. paper jam message on printer, ups beeping etc.

If the bidder fails to rectify the faults of the system, even after the Quarterly maximum limit of penalty of ten per cent (10%) of the amount for the whole year has been reached, BANK, at its discretion, may terminate the contract and get faults rectified or the faulty parts replaced through a third party and recover the cost of such repair or cost of replacement of the faulty parts and other expenses, if any, incurred by it for getting the faults rectified, from the bidder either from the pending bills of the bidder or by encashment of the bank guarantee / security deposits, as the case may be. All additional resources required/deployed by the bidder to meet uptime shall be provided without any additional cost to BANK.

6.2 The fault reported shall be attended immediately by the service engineers of the bidder. The repairs shall be carried out on-site it-self. However, in case the equipment is required to be taken to the workshop of the bidder, a prior approval of BANK shall be required. The bidder shall provide stand-by equipment equivalent to repairable machine in complete working order till such repair is carried out.

7. PENALTY:

The down-time penalty charges if not rectified within 72 hours or not replaced by stand by equipments shall be as follows:

SN	Items	Penalty Amount in Rs. Per day
1.	Desktop / laptop	Rs. 100.00
2.	Printer(Report/ passbook/office)	Rs. 50.00
3.	Scanner	Rs. 25.00

Penalty on non completion of Preventive Maintenance in time

The preventive maintenance shall be completed within the particular Half year and any slippage in this will attract a penalty of 3% of the annual contract amount.

Quarterly maximum limit of all the penalties taken together shall be limited to be of ten per cent (10%) of the Annual contract amount

8. POWER OF ATTORNEY/AUTHORIZATION

The bidder shall provide the power of attorney or valid authorization, as the case may be, to the person who signs the tender on behalf of the bidder.

9. PRICES:

9.1 The bidder shall quote the rates in figures as well as in words. The amount must be filled in the respective columns in the schedule (**Annexure ‘E’**). The figures should be clearly written and there should be no overwriting. In case of any difference in the two amounts, the amount mentioned in words shall be considered final. The bid amount will be calculated by multiplying the rate per machine quoted by the bidder by the number of machines of each type and then adding up. Further the bidders are advised to quote price before Tax, percentage of Taxes and Price after tax, separately.

9.2 **Bid Evaluation criteria:** The bid amount “inclusive of all taxes, if any” shall be taken into account for selecting the L1 bidder.

9.3 Taxes will be on actual, any decrease or increase in the taxes will be passed on to BANK.

10. PAYMENT TERMS:

10.1 After the end of every quarter, the service provider shall submit a report for the work executed during the quarter. The payment will be made on quarterly basis, i.e., 25% of the annual charges for each completed quarter, subject to the completion of work to the satisfaction of BANK and only after the verification of bills complete in all respects. ***If the work has not been performed to the satisfaction of BANK, payments will not be made till the remedial measures are taken.***

10.2 Due to administrative reasons, any hardware items may be withdrawn from the contract by BANK. In such cases, payment for those items will be made to the bidder up to the period the same was kept under AMC.

10.3 Tax at prevailing rates as per Income Tax Act will be deducted at source.

11. PERIOD OF CONTRACT:

The initial contract shall be valid for a period of one year subject to satisfactory fulfillment of the obligations under the contract. BANK may, at its discretion renew/extend the contract on the same terms and conditions on yearly basis for a maximum of two years i.e. a total of three years.

12. PERFORMANCE BANK GUARANTEE:

12.1 The successful bidder is required to submit a Performance Bank Guarantee from a Nationalized Bank in favour of the Baroda Rajasthan Kshetriya Gramin Bank, Ajmer in prescribed format for an amount equal to ten per cent. (10%) of the contract value, valid for a period of Twelve months (12 months) from the date of order.

12.2 The Performance Bank Guarantee (PBG) shall be submitted within 15 (fifteen) days of release of the offer letter. In case the PBG is not received within this period, BANK reserves the right to cancel the order and forfeit the EMD.

12.3 In case the duration of contract is extended for a further period as provided in Para 11, the bidder shall extend the Performance Bank Guarantee which shall have validity up to six months beyond the extended period of the contract.

13. SPARES AND TOOLS:

The bidder shall keep sufficient stock of spares to facilitate uninterrupted support and resolution of faults for day-to-day maintenance activity.

14. SIGNING OF TENDER:

14.1 The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:

- a) A sole proprietor of the firm, or a constituted attorney of such a proprietor and enclose the proof of sole proprietor;
 - b) A partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership, either by virtue of the partnership agreement or by virtue of a power of attorney and enclose the copy of partnership deed.
 - c) Authorized signatory of the company, if it is a company (a valid letter of authority in this respect must be enclosed along with the bid).
- 14.2 A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if, on inquiry, it appears that the person so signing has no authority to do so, BANK may without prejudice to other civil and criminal remedies available to it under the law, cancel the contract and hold the signatory liable for all costs and damages.
- 14.3 ***Each and every page of the tender document shall be signed and stamped.***

15. RESULTS OF THE TENDER:

Acceptance of the tender shall be communicated by BANK through fax/courier/letter/email in the form of offer of letter to the successful bidder. The successful bidder shall give the acceptance of offer letter in writing to BANK within seven (7) days from the date of issue of the *offer letter*. Failing this, BANK reserves the right to cancel the *L1* and place the order on the next eligible bidder.

16. TERMINATION CLAUSE:

BANK reserves the right to terminate the contract by giving one month's advance notice to the bidder without assigning any reason. If during the validity period of the contract, the services of the bidder are not found to be satisfactory, BANK may, at any time, terminate the contract by giving a notice of one month and also make deductions, for such unsatisfactory service as per the relevant penalty clauses of the agreement including the cost incurred by it for getting the work done from any other party, from the bills of the bidder or from the performance bank guarantee without prejudice to remedies available to the BANK, under law.

17. DISPUTES and ARBITRATION:

In the event of any dispute arising between BANK and the bidder, the matter shall be referred to the Chairman of the BANK, who may himself act as sole arbitrator or may name as sole arbitrator an officer of BANK notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the contract between the parties. The bidder shall not be entitled to raise any objection to the appointment of such officer of BANK as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under, for the time being in force. The arbitration proceedings shall be held at Ajmer.

18. JURISDICTION:

In case any party wants to take any dispute to a court of law after arbitration award as aforesaid, only courts in Ajmer shall have jurisdiction.

19. CONFIDENTIALITY:

The Service Provider shall maintain absolute confidentiality about all data/information etc., made known or revealed to the Service Provider or such data, information, etc., to which the Service Provider or its employees have access during the course of execution of this agreement. The Service Provider shall be liable to fully compensate for any breach of this condition on the part of its employees. The decision of the BANK as to the quantum of compensation to be recovered from the Service Provider for any such breach of confidentiality shall be final and binding on the Service Provider and the recovery of such compensation shall be without prejudice to any action which may be taken by the BANK against the Service Provider and / or his employees jointly or severally, in accordance with law. If, during the contract period, if BANK has reasons to believe that the Service Provider has failed to maintain absolute confidentiality about the data or information made known to the Service Provider or revealed to the Service Provider during the course of execution of this agreement, without prejudice to the other legal remedies available to the BANK under any other law for the time being in force for such breach, the BANK reserves the right to terminate the agreement without giving any advance notice to the Service Provider of such termination.

UNDERTAKING FROM THE BIDDER

(In the firms/company's letter pad)

We hereby accept all terms and conditions (tender document as a whole) mentioned in **“Tender for Comprehensive Annual Maintenance Contract for Computers Hardware and Peripherals at branches and offices of Baroda Rajasthan Kshetriya Gramin Bank (BRKGB).”**

(Authorized Signatory)

(Company Seal)

Name : _____

Designation : _____

Mobile/Tele. No : _____

Date: _____

Compliance Statement**ANNEXURE -'B'**

No.	Description	Accepted (Yes/No)
1.	Validity of the offer: 3 months	
2.	Whether Tender Document signed with company seal on all pages (Part 1, 2, 3 and Annexure A to E)	
3.	<i>Responsibilities:</i>	
(a)	Total Hardware maintenance as per the enclosed schedule (Please refer items mentioned in Annexure-D)	
(b)	Scope of Work (Annexure-C)	

SCOPE OF WORK

The bidder who is awarded the work shall be responsible for:-

1. Receiving of all complaints with respect to Computer Hardware and Peripherals installed in the branches and offices of the BANK or provide any other related service as may be instructed by BANK, issue call numbers and monitor the rectification of lodged complaints so that the complaints lodged are attended within stipulated time.
2. Integration and testing of complete system shall be done as and when required. The personnel deployed should be capable and fully aware of application software, commands, installation and re-installation of devices and any other associated work, etc.
3. The personnel deployed should be able to set various policies as and when required for the smooth functioning.
4. Hardware maintenance which includes repair / replacement of all the parts/items of Desktop Computers, Printers, Multifunctional Devices, Scanners, Laptops etc., in totality. Replacement of Consumables- cartridge/ Toner/Printer Heads/ Mouse/ Key Boards is not included under this contract.
5. Ensuring that all the Desktop Computers, Laptops have only licensed software.
6. Maintenance and operation of Computer Hardware and Peripherals.
7. Updating the users by rendering assistance if there is any software up gradation, introduction of new software (e.g. MS Office, configuration of e-mail accounts in Outlook, etc.)
8. After repairing the device, the same should be made ready for use along with installation of the applications, connecting to LAN, updating AV etc.
9. Half yearly preventive maintenance of hardware devices. This includes cleaning of dust from the hardware items etc. The preventive maintenance shall in any case may be completed within the particular Half year and any slippage in this will attract a penalty of 3% of the annual contract amount

Note:- The bidder shall make arrangement for skilled manpower at nearest District Head Quarter so that calls may be attended within stipulated earliest time.

Service engineers should have the knowledge of using tools for Data Recovery activities under Desktop/Laptop.

Further if, due to any administrative reasons, a hardware item is withdrawn by BANK from the list of hardware items specified under Annexure D, no payment will be made to the bidder for that item from the date of withdrawal of such item from the scope of the AMC.

We hereby declare that we have fully understood the above stated Scope of Work in letter and spirit

.....
Authorized Signatory(ies)

(Name with Designation.....

Place & Date)

Seal of the company

Hardware Items to be covered under AMC

S.N.	Item	Approximate count
1.	Desktop PCs (includes make- Wipro, HP, HCL and ACER)	2500
2.	Passbook Printers	750
3.	Report Printers High Speed DMP	410
4	Report Printers Normal DMP	210
5.	Scanners	730

*Count mentioned is approximate and actuals may vary.

FINANCIAL BID

(This Annexure is to be submitted in Financial bid in a separate sealed envelope)

S.N.	Item	Approx Qty.	Rate per Unit	Amount (excluding taxes)
1	Desktop PCs	2500		
2	Passbook Printers	750		
3	Report Printers High Speed DMP	410		
4	Report Printers Normal DMP	210		
5	Scanners	730		
	Total			

- a) Total as above (**before tax**) Rs. _____
- b) Taxes, if any (**rate of tax _____%**) (*If the bidder is exempted from payment of applicable taxes, he shall provide certificate for such exemption from the competent authority*). Rs. _____
- c) Grand Total (**including taxes**) Rs. _____
- d) Grand Total in words (Rupees
.....)

Note :

- (1) Any Hardware item can be withdrawn from AMC (due to administrative reasons) at any time and payment be made only for the part period till such withdrawal.
- (2) The Financial Bid shall contain **nothing but prices** only.
- (3) Bidders are requested to ensure that after quoting the prices this Annexure is duly signed with company seal. **Financial bid submitted without sign and company seal will not be accepted / considered.**

Authorized Signatory _____

Date _____

Name _____

Designation _____

Company Seal _____

CHECK – LIST

Annexure-F

Particulars	Y/N	Page No.
Tender document signed with company seal in all pages		
1.1 Part – 1 - Tender Covering Letter		
1.2 Part – 2 - Instructions		
1.3 Part – 3 - Terms and Conditions		
1.4 Annexure-A - Undertaking		
1.5 Annexure-B - Compliance Statement		
1.6 Annexure-C - Scope of Work		
1.7 Annexure-D - List of Hardware and Software items.		
1.8 Annexure-E - Financial Bid (<i>Remember to put the 'Financial Bid' in a separate sealed cover</i>)		
1.9 Annexure-F - Check-list		
EMD in the mode of Bank Draft/Pay Order drawn in favour of BANK. <i>DD/PO No. Date Name of Bank Branch</i>		
The annual turnover of the Bidder shall not be less than Rs. Rs. 50 lakhs (Rupees Fifty lakhs) out of which at least Rs. 30.00 lakhs or more in Maintenance Service only in the three preceding financial years. Turnover certificate from Chartered Accountant in this regard shall be enclosed.		
The Audited Profit and Loss and Balance Sheet of the firm/company for the last three years		
Income Tax PAN _____ TIN _____		
Service Tax Registration Certificate No. _____		
Copies of acknowledgements of ITR filed for last three years and/or TAN of VAT <i>Year TCC/TAN No. of VAT</i>		
<i>Experience Certificate of Organizations:-</i> (a) as per Para 3(iv) of Part 2 – Certificate of incorporation of firm shall be enclosed. (b) as per Para 3(v) of Part 2 - (attach documentary proof)		
<i>Performance Certificate of Organizations:-</i> (a) as per Para3(vi) of Part 2 - (attach documentary proof) (b) as per Para 3(vii) of Part 2 Bidders shall enclose list of customers, their contact numbers, addresses, etc. (present and past)		