

Ref: ZO:DIB:IT/22-23/226

Date: 16.12.2022

**LIMITED RFQ**

**Request for Quotation (RFQ)**

for

**Execution of comprehensive AMC for Desktop PCs, Printers (Passbook Printers, Laser Printers, DMP) and Scanners with onsite support for the systems of Dibrugarh Zone.**

Date of Tender	16/12/2022
Last Date for receipt of bids	07/01/2023 at 06:00 PM
Date and time of opening Technical bids	09/01/2023 at 03:30 PM
Date and time of opening Financial bids	18/01/2023 at 03:30 PM

**Zonal Office Dibrugarh  
TR Phukan Road,  
Chiring Chapori,  
Dibrugarh  
Assam - 786001**

**Note: This is limited RFQ and information regarding the same will be informed to the bidders finalized by the Bank.**



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**SCHEDULE**

1)	Tender Reference Number and Date	ZO:DIB:IT/22-23/226 dt 16.12.2022
2)	Last Date & Time for submission of Bids	07/01/2023 at 06:00 PM
3)	Documents to be submitted	<ul style="list-style-type: none"> <li>a. Eligibility Criteria, along with all supporting documents required.</li> <li>b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</li> <li>c. Relevant brochures</li> <li>d. Any other information sought by the Bank with relevant to this tender</li> </ul>
4)	Date of opening of Technical Bid (for verification of documents submitted by bidders)	09/01/2023 at 03:30 PM
5)	Date of opening of Financial Bid	18/01/2023 at 03:30 PM
6)	Address for submission of Tender	The Asst.General Manager, Indian Bank Zonal Office Dibrugarh T R Phukan Road, Chiring Chapori, Dibrugarh, Assam - 786001
7)	Place of Opening Bids	Indian Bank Zonal Office Dibrugarh T R Phukan Road, Chiring Chapori, Dibrugarh, Assam - 786001

This RFQ document can be downloaded from the website: <https://www.indianbank.in>  
Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFQ.

**Note: The tender is not splitable. Only one bidder/SI will be awarded with contract.**



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**SECTION-I**

**REQUEST FOR QUOTATION (RFQ)**

- 1) Indian Bank Zonal Office Dibrugarh invites sealed quotations for Execution of AMC for Desktop PCs, Printers and Scanners with onsite support services to support the systems at Zonal Office/Branches for a period of 3 year i.e. from date of agreement subject to renewable every year on satisfactory Service provided by the vendor.
- 2) Bids along with necessary documents should be submitted to Indian Bank Zonal Office Dibrugarh as per schedule given above.
- 3) The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed
- 4) Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, manpower support, taxes etc. and conditions governing the repairs and maintenance of Hardware, as mentioned in this RFQ.
- 5) Final Financial Bid and RFQ document to be submitted dully signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
- 6) Bank has the right to accept or reject any quotation/cancel the tender at any stage at its sole discretion without assigning any reason thereof.

Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.

All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.



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**SECTION-II**  
**INSTRUCTIONS TO BIDDERS**

**1) Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

**2) Amendment of bidding documents**

- (i) At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).
- (ii) The amendments if any, will be published in the website and will form part of the Bidding document.

**3) Eligibility of vendor for participating in the bidding process**

- (i) The bidding firm (referred to as 'The Bidder' herein after in this RFP) should be a company registered in India under Indian Companies Act, 1956 or Indian Companies Act 2013.
- (ii) The Bidder must have at least one direct office, not being a franchisee's or subcontractor's office, in the state of Assam / Nagaland /Arunachal Pradesh and should make available separate Technicians at (i) Dibrugarh, (ii) Jorhat, (iii) Dimapur, (iv) Golaghat, (v) North Lakhimpur, (vi) Tinsukia (vii) Biswanath Charali. Detail of current resources deployed and escalation matrix is to be submitted. If at any point of time it is found that wrong information has been given, the technical bid shall stand cancelled.
- (iii) The Bidder must have at least three years' experience in providing direct Annual Maintenance Contract support to Commercial Banks/Financial Institutions/State or Central Government Departments having offices/branches in the state of Assam (Copies of work orders issued to the company by major clients during the last three years shall be submitted.)
- (iv) The Bidder must have an average turnover of Rs. 50 Lacs in the last two Financial Years (Audited Annual Financial Statement to be submitted as proof).
- (v) The Bidder should be capable of providing support at all the branches and offices of bank branches/offices under ZO Dibrugarh. The address of the Branches and Offices of The Bank will be made available to the Bidders on request. The location-wise list of hardware assets to be serviced will be provided to the bidder ultimately selected for entering into AMC so that the condition of the assets can be ascertained by them.
- (vi) The bidder should not have been black-listed by any Public Sector Bank/PSU/Government Department in the past. A self-declaration letter by the bidder, on the company's letter head should be submitted along with the bid (Annexure - II).



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- (vii) Bid Security of Rs.20,000.00/- to be submitted in the form of Bank Guarantee valid for 1 year.
- (viii) GST should be active and a copy of GST certificate should be submitted.

**4) TECHNICAL EVALUATION:**

- (i) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- (ii) The Bank reserves the right to evaluate the bids on technical & functional parameters mentioned herein in this document. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

**5) Financial Bid**

- (i) Bids submitted by bidders who are not technically qualified/eligible will not be considered for financial bids.
- (ii) Only those Bidders who are technical qualified as per the eligibility terms and conditions given in the RFP will be considered for financial bids and their Financial Bids will only be opened for further evaluation.

**6) The calling for quote does not confer any right on the bidder for being awarded any purchase order.**



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**SECTION III**  
**CONDITIONS OF CONTRACT**

**DEFINITIONS**

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipment's.

**1. Scope of Bid**

- I. Vendor has to provide comprehensive onsite AMC support for following branches /Offices of Dibrugarh Zone which comprises of 70 locations spanning over 8 District of Assam, State of Nagaland and State of Arunachal Pradesh. List of All location is furnished in Annexure A:

S.No	Description#	Qty*
1	Server (Dell, HP, Acer)	20
2	PC	366
3	Monitor	366
4	Laser Printer	105
5	Passbook Printer	80
6	DMP Printers	67
7	ADF Scanner	69
8	Flatbed Scanner	67

\* The quantity of the items given above is only tentative. Final quantity will be as per Section-III point 1. Sub point (V).



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- II. The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office, Biometric software, etc., installation and configuration of peripherals like PCs, Printers as required by the Bank from time to time & require assistance in data recovery, pre-emptive action against virus detection/removal.
- III. Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares with same or higher specs. **AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, DVD-Drives, keyboard, mouse, power supplies, memory, monitors etc. within next working day. If the systems could not be rectified on first visit, standby systems with equal or higher configuration should be provided on next working day. If Standby system is provided, then the faulty system must be repaired or replaced with equal or higher configuration within 7 working days excluding the day of reporting.**
- IV. **The successful bidder has to perform physical verification of all the hardware covered under AMC for this RFQ and affix stickers (With Name of Successful bidder, AMC period, Contact Details (mail id and Phone No) for call logging) on every PC, printer & Scanner within 30 days of start of the AMC. Format for hardware items will be provided separately.**
- V. Comprehensive AMC for the printers should cover all parts including fuser assembly set except toner/Print Head and Plastic Parts (non-essential to printer functionality).
- VI. Any Systems/Printers Found nonfunctional during Hardware Verification process shall be brought to functional condition in the first 30 days itself which will be billed separately.
- VII. **Based on re-assessment, the number of hardware items may be increased or decreased at the time of the contract or during the period of The Contract which may be included or excluded from the list. The assets can also be shifted from one location to another location (including new locations under Dibrugarh Zone) and the vendor providing maintenance support shall continue the support for such items, on being informed by The Bank. In case of any change in quantity of Hardware, the successful bidder has to provide support at the same rate finalized in this RFQ.**
- VIII. If at any point of time, the services of vendor are not found to be satisfactory, the contract will be terminated by Bank, giving one month notice in advance.
- IX. If any System(s) is/are identified for up-gradation, the up-gradation shall only be carried out after obtaining prior Permission from Zonal Office. Scope of up-gradation: Increase in Memory and Change in HDD to SSD. Cost for parts used in up-gradation will be billed accordingly.
- X. No charges will be payable for the movement of engineer from one location to another location for attending the service calls.
- XI. No charges will be payable for carrying the spares/equipment/faulty devices from site to Bidder's work and back to bank.
- XII. Agreement on Stamp paper between both parties shall be executed.



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## 2. Penalty

In case any requirement is not made usable/repaired within the stipulated time as specified in RFQ, the vendor will be required to arrange for replacement of the same failing which the vendor will be liable to pay a penalty of Rs.100/- for each item per day which will be deducted from the subsequent payments to the vendor. The maximum penalty for each hardware shall be 15% of AMC cost for the affected unit.

## 3. Terms of Payment

Payment will be released on half yearly deferred basis on acceptance of purchase order and submission of invoices and other supporting documents. Payment terms may be revised/amended as agreed upon by the concerned parties. **Vendor must complete the Hardware verification process within allotted 30 days period.** Penalty if any will be deducted from the final payment at the end of the year.

## 4. Confidentiality

The vendor will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also they should not divulge any data / information.**

## 5. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

## 6. Bank's right to accept or reject any bid or all bids or rate contract

Bank has the right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from the contract without giving any notice to the vendor.



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## 7. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

## 8. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

## 9. Indemnity Clause

If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the service provider shall indemnify the Bank and keep it indemnified in that behalf.

## 10. Patent Rights

The Service provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

## 11. Period of Validity of Bids

Quote shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

## 12. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under

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the contract. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a Service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Service provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Dibrugarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 100 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

d. Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. The Bank shall pay the service provider any monies due to the service provider.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek readdressal/other legal recourse.

### 13. Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.



#### 14. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Dibrugarh, Assam.

#### 15. Termination for Convenience

The Bank, by 30 days written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

#### 16. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Service provider, may terminate this Contract in whole or in part:

- a) If the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or
- b) If the Service provider fails to perform any other obligation(s) under the Contract.
- c) If the Service provider, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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



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### 17. Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, it's 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 reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

### 18. Other terms and conditions:

The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

