

Standard Bidding Document (SBD)
(Procurement of Goods and Services)



**Bharatiya Reserve Bank Note Mudran Private Limited
(BRBNMPL)**

**Registered and Corporate Office
No. 3 & 4, 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bangalore – 560 029
www.brbnmpl.co.in**

Not Transferable

Security Classification: Non-Security

**TENDER DOCUMENT FOR FACILITY MANAGEMENT AND COMPREHENSIVE
MAINTENANCE CONTRACT SERVICES FOR IT INFRASTRUCTURE OF
BRBNMPL**

Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018

This tender document contains ~ 90 ~ pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name	: R. Natarajan
Designation	: Deputy General Manager
Address	: Registered and Corporate Office, No. 3 & 4, 1 st Stage, 1 st Phase, BTM Layout, Bannerghatta Road, Bangalore – 560 029
Phone	: 080-66602000
Fax	: 080-66602039
Email	: natarajanr@brbnmpl.co.in

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Section I: Notice Inviting Tender (NIT)

(To be signed, stamped and submitted along with Technical Bid Part –I)

Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (INR)	Remarks
1.	Facility Management and Comprehensive Maintenance Contract Services at three locations of BRBNMPL	As per section VII	6,60,000/-	

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System Part I – Techno-commercial bid Part II – Financial/Price Bid
Date of Sale of tender documents	26-May-2018 to 25-Jun-2018 during office hours
Price of the Tender Document	INR 500/- (Rupees Five Hundred Only)
Place of Sale of Tender Document	BRBNMPL, Corporate Office, Bangalore (OR) Can be downloaded from our website www.brbnmpl.co.in , in which case Price of tender document should be enclosed along with your offer.
Closing date and time for receipt of tenders	25-Jun-2018 at 14.00 hours
Place of receipt of tenders	BRBNMPL, Corporate Office, Bangalore
Time and date of opening of tenders	25-Jun-2018 at 15.00 hours
Place of opening of tenders	BRBNMPL, Corporate Office, Bangalore
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Assistant General Manager (Technical), BRBNMPL, Corporate Office, Bangalore

2. Interested tenderers may obtain further information about this requirement from the above office. They may also visit our website mentioned above for further details.
3. The Bidder should necessarily be a Facility Management and Maintenance Contract Service provider.

4. Tender Document

- 4.1. Tender documents may be purchased on payment of non-refundable fee of INR 500/- (Rupees Five Hundred Only) per set in the form of Account Payee Demand Draft/ Banker's Cheque drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at Bangalore.
- 4.2. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers, for which extra expenditure per set will be INR 100/- for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in **Para 4.1** above.
- 4.3. Tenderer may also download the tender documents from the web site and

submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in **Para 4.1** above.

5. Earnest Money Deposit (EMD)

- 5.1. EMD amount shall be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt with authorization letter as per Annexure -VIII / Banker's Cheque drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at Bangalore.
- 5.2. EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- 5.3. EMD furnished by all unsuccessful bidders shall be returned, without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract.
- 5.4. EMD furnished by the successful bidder shall be returned after receipt of performance security from it as called for in the contract. If the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the **Para 1** above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. **Part I - Technical Bid:** First sealed cover should contain the following documents duly stamped and signed.:
 - 9.1. Section I: Notice Inviting Tender (NIT)
 - 9.2. Section II: General Instructions to Tenderer (GIT)
 - 9.3. Section III: Special Instructions to Tenderer (SIT)
 - 9.4. Section IV: General Conditions of Contract (GCC)
 - 9.5. Section V: Special Conditions of Contract (SCC)
 - 9.6. Section VI: List of Requirements
 - 9.7. Section VII: Technical Specifications along with supportive documents
 - 9.8. Section VIII: Quality Control Requirements
 - 9.9. Section IX: Qualification / Eligibility Criteria) along with Supportive documents

9.10. Section XII: Questionnaire

9.11. Section XIV: Manufacturer's Authorization Form

9.12. Section XV: Bank Guarantee Form for Performance Security

9.13. Section XX: Pre Contract Integrity Pact

9.14. Annexure I: Track record of projects of similar size and complexity handled

9.15. Annexure II: Proposed Team Profile

9.16. Annexure IV: Current technical architecture overview

9.17. Annexure V: Onsite Inventory / Spares

All the above mentioned documents should be Signed & stamped and to be submitted as techno-commercial offer as unconditional acceptance of terms & conditions. This first sealed cover should be clearly superscripted as **"Part-I Technical Bid against Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018 for Facility Management and Comprehensive Maintenance Contract"**. Price Indication in the Technical Bid offer will result in the tenderer's bid being summarily rejected. Offers which are conditional are liable for rejection.

9.18. Annexure –VI-Confidentiality statement

9.19. Annexure –VII - National Electronic Fund Transfer Mandate Form

9.20. Annexure – VIII- Authorization form for encashment of Fixed Deposit

10. **Part II – Financial Bid:** Second sealed cover should contain only the duly executed Section XI – Price schedule to be used for submitting financial bid. Price offer submitted in any other format will be liable for rejection. This second sealed cover should be cleared superscripted as **"Part-II Financial bid against Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018 for Facility Management and Comprehensive Maintenance Contract"**.

11. The above mentioned two sealed covers should be put in another big cover along with the following duly executed documents;

11.1. Section X: Tender Form (Covering letter)

11.2. Section XVII: Letter of Authority for Attending Bid Opening

11.3. Requested EMD amount.

11.4. Cost of tender document and postal charges(if any),

The big cover containing above mentioned documents, along with sealed technical bid and commercial bid should be superscripted as **"Offer for Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018 for Facility Management and Comprehensive Maintenance Contract", due date of opening on 25th June 2018, 15:00 Hours IST"** and should be

addressed to "The Managing Director BRBNMPL, Registered and Corporate Office, No. 3 & 4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road, Bangalore – 560 029".

12. Offers submitted not in line with the above guidelines will be liable for rejection. Please contact us for clarification, if any.
13. After obtaining Bidders' responses, the Company may seek clarifications through email, which should be replied by the Bidder within two days.
14. Bidders should provide their email address and contact number in their queries without fail since replies from Company will only be by emails. The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed cover.
15. Queries and clarifications wherever necessary shall be provided to all the Bidders.
16. All capitalized terms used in this tender document including its various sections shall be as defined herein or where not defined, as in the relevant Sections or the Master Agreement.

17. **About BRBNMPL**

17.1. Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) was established by Reserve Bank of India (RBI) as its wholly owned subsidiary on 3rd February 1995. BRBNMPL has been registered under the Companies Act 1956 with its Registered and Corporate Office situated at Bangalore. The company manages two Presses, one at Mysore in Karnataka and the other at Salboni in West Bengal.

17.2. All the three locations have dedicated Local Area networks in place and these three locations are also connected with a Wide Area network. Adequate security measures are also deployed through firewalls.

17.3. WAN connectivity using 2 Mbps Layer3 MPLS VPN technologies is implemented in High Availability mode between three locations and Fortinet Firewall UTM appliances is installed in High availability mode at all three locations. Band width upgradation from 2Mbps to 4 Mbps is under progress.

17.4. Corporate e-mail Internet Access, Intranet Website, Video Conferencing etc., is currently live on this network. Internet access is localized at each location. We have finalized tendering of MMD ERP package, expected to issue work order soon.

17.5. Data center is situated at Mysore for Bengaluru location, where all the servers are installed including MMD ERP package servers.

17.6. Email services are outsourced from a third party. An interim email server is also installed at Mysore for giving access to all WAN users to access their

mail box through Microsoft outlook (not through internet).

17.7. Limited number of users from each of the above location browse internet using ILL/Broad Band connectivity. A proxy server is installed at each location for browsing internet.

18. The Proposal

18.1. BRBNMPL proposes to outsource Facility Management and Comprehensive Maintenance Contract services for its existing IT Infrastructure at the following three locations.

18.1.1. Bharatiya Reserve Bank Note Mudran (P) Limited

No. 3 & 4, 1st Stage, 1st Phase, BTM Layout,
Bannerghatta Road, Bangalore – 560 029
Karnataka, India
Tel: 080 66602000. Fax – 080 66602039

18.1.2. Bharatiya Reserve Bank Note Mudran (P) Limited

Note Mudran Nagar
MYSORE — 570 003
Tel: 0821 2582905/35/55 Fax – 0821 2582099

18.1.3. Bharatiya Reserve Bank Note Mudran (P) Limited

SALBONI (Midnapore dist.)
West Bengal PIN - 721 132
Tel: 03227 280212/13 Fax – 03227 280744

18.2. For the above said purpose, BRBNMPL intends to identify and engage services of a competent Service Provider for FACILITY MANAGEMENT & COMPREHENSIVE MAINTENANCE CONTRACT of its IT Infrastructure through this tender document. In the below document, the terms 'bidder' and 'vendor' refers to the 'Service Provider'.

18.3. Proposals are subject to rejection if they limit or modify any of the terms and conditions or Specifications of this tender. Proposers shall not issue any news or media release pertaining to this tender, or BRBNMPL's projects without prior written approval of BRBNMPL's representative, which may be withheld at BRBNMPL's sole discretion.

18.4. BRBNMPL will maintain strict confidentiality in receipt of and possession of bid responses including clarifications and other submissions during the process. BRBNMPL expects respondents to fully reciprocate.

For and on behalf of BRBNMPL

(R. Natarajan)
Deputy General Manager

Section II: General Instructions to Tenderer (GIT)
(PM/SBD/001)

(To be signed, stamped and submitted along with Technical Bid Part –I)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions. ***Signed as used herein shall mean signed by authorized person of the bidder under the seal of the bidder.***

(Offer submitted without the signed copies of this Section will be summarily rejected)

Section III: Special Instructions to Tenderer (SIT)

(To be signed, stamped and submitted along with Technical Bid Part –I)

1. The following Special Instructions to Tenderers (SIT) will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers relating to SIT stipulations have been indicated below.
2. In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.
3. Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.

GIT Clause No.	Topic	SIT Provision
1	Introduction	No Change
2	Language of Tender	No Change
3	Eligible Tenderers	No Change
4	Eligible Goods and Services	No Change
5	Tendering Expense	No Change
6	Contents of Tender Documents	No Change
7	Amendments to Tender Documents	No Change except to the clause: Amendments, if any, shall only be published in the website.
8	Pre-bid Conference	Will be conducted on 07-06-2018 . Any query has to be submitted in writing on or before 05-06-18 .
9	Clarification of Tender Documents	No Change
10	Documents comprising the Tender	No Change
11	Tender Currencies	No Change
12	Tender Prices	No Change
13	Indian Agent	Not applicable
14	Firm Price / Variable Price	No Change
15	Alternative Tenders	No Change
16	Documents Establishing Tenderer's Eligibility and Qualifications	As per Section-IX
17	Documents establishing Good's Conformity to Tender document	No Change
18	Earnest Money Deposit (EMD)	No Change
19	Tender Validity	No Change (120 days from the date of opening of technical bid)
20	Signing and Sealing of Tender	Only one copy of tender is required to be submitted
21	Submission of Tenders	No Change
22	Late Tender	No Change
23	Alteration and Withdrawal of Tender	No Change
24	Opening of tenders	No Change
25	Basic Principle	No Change
26	Preliminary Scrutiny of Tenders	No Change
27	Minor Infirmary / Irregularity / Non-Conformity	No Change
28	Discrepancy in Prices	No Change
29	Discrepancy between original and copies of Tender	Not applicable
30	Clarification of Bids	No Change
31	Qualification / Eligibility Criteria	No Change
32	Conversion of tender currencies to Indian	No Change

GIT Clause No.	Topic	SIT Provision
	Rupees	
33	Schedule-wise Evaluation	No Change
34	Comparison on CIF Destination Basis	No Change
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	No Change
36	Tenderer's capability to perform the contract	No Change
37	Cartel Formation / Pool Rates	No Change
38	Negotiations	No Change
39	Contacting BRBNMPL	No Change
40	Award of Contract	No Change
41	Award Criteria	No Change
42	Variation of Quantities at the Time of Award	No Change
43	Parallel Contracts	Not applicable
44	Serious Misdemeanors	No Change
45	Notification of Award	No Change
46	Issue of Contract	No Change
47	Non-receipt of Performance Security and Contract by BRBNMPL	No Change
48	Return of EMD	No Change
49	Publication of Tender Result	No Change
50	Rate Contract Tenders	No Change
51	PQB Tenders	Not applicable
52	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
53	EOI Tenders	Not applicable
54	Tenders for Disposal of Scrap	Not applicable
55	Development / Indigenization Tenders	Not applicable

We have understood the GIT and SIT terms. We comply and undertake to execute the assignment as per the requirement of agreement.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section IV: General Conditions of Contract (GCC)
(PM/SBD/002)

(To be signed, stamped and submitted along with Technical Bid Part –I)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions. ***Signed as used herein shall mean signed by authorized person of the bidder under the seal of the bidder.***

(Offer submitted without the signed copies of this Section will be summarily rejected)

Section V: Special Conditions of Contract (SCC)

(To be signed, stamped and submitted along with Technical Bid Part –I)

1. The following Special Conditions of Contract (SCC) will apply for this purchase. These Special Conditions will modify / substitute / supplement the corresponding General Conditions of Contract (GCC) incorporated in Section IV. The corresponding GCC clause numbers relating to SCC stipulations have been incorporated below.
2. In case of any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.
3. Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit.

GCC Clause No.	Topic	SCC Provision
1	Definitions, Interpretation and Abbreviations	No Change and Additional information given below
2	Application	No Change/Additional information given below
3	Use of contract documents and information	No Change/Additional information given below
4	Patent Rights	No Change/Additional information given below
5	Country of Origin	No Change/Additional information given below
6	Performance Bond / Security	No Change/Additional information given below
7	Technical Specifications and Standards	Refer Section VII and Section VIII
8	Packing and Marking	No Change/Additional information given below
9	Inspection and Quality Control	No Change/Additional information given below
10	Terms of Delivery	No Change/Additional information given below
11	Transportation of Goods	No Change/Additional information given below
12	Insurance	No Change/Additional information given below
13	Spare parts	Refer Annexure – V: Onsite Inventory / Spares
14	Incidental services	No Change/Additional information given below
15	Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change/Additional information given below
16	Warranty	No Change/Additional information given below
17	Assignment	No Change/Additional information given below
18	Sub Contracts	No Change/Additional information given below
19	Modification of contract	No Change/Additional information given below
20	Prices	No Change/Additional information given below
21	Taxes and Duties	No Change/Additional information given below
22	Terms and Mode of Payment	No Change/Additional information given below

GCC Clause No.	Topic	SCC Provision
23	Delay in the supplier's performance	No Change/ Additional information given below
24	Liquidated damages	No Change/Additional information given below
25	Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor	No Change
26	Termination for default	No Change/ Additional information given below
27	Termination for insolvency	No Change/ Additional information given below
28	Force Majeure	No Change/ Additional information given below
29	Termination for Convenience	No Change/ Additional information given below
30	Governing language	No Change/ Additional information given below
31	Notices	No Change/ Additional information given below
32	Code of Ethics	No Change/ Additional information given below
33	Resolution of disputes	No Change. However the venue of arbitration shall be Bangalore
34	Applicable Law	No Change
35	Secrecy	No Change
36	Disposal / Sale of Scrap by Tender	Not applicable

1. Definitions:

- 1.1."Agreement" shall mean this agreement for providing FM and Comprehensive Maintenance Contract Service.
- 1.2."Agent / Third party service" shall mean any person / firm who is authorized to act on behalf of another party and represent their interest. It would also include all third party Service Providers who have entered into a business relationship with the Service Provider for this Project.
- 1.3."Back-to-Back Agreement" shall mean the Agreements entered into by the Service Provider with any Original Equipment Manufacturer (OEM) as per Section-XIV of the Standard Bidding Document issued by the Company.
- 1.4."Contract" means this Agreement, Bid Invitation, General Instructions to Tenderers, Special Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Service Provider;
- 1.5."Contract Period or Period of Contract or Term of Contract" shall mean the period from the date of execution of this Agreement for a period of three years, renewable for further periods on mutual consent.
- 1.6."CY" or "Calendar Year" shall mean period from 1st January to 31st December.
- 1.7."Day" shall mean calendar Day.

- 1.8. "Effective Date" shall mean the date of execution of the Agreement on which the Agreement comes into force.
- 1.9. "FY" or "Financial Year" shall mean period from 1st April to 31st March.
- 1.10. "Government" shall mean the Central Government or a State Government as the case may be;
- 1.11. "Gross Negligence" shall mean an act or omission of a person performed in reckless manner or in serious disregard of an obvious risk to a person's safety or tangible property excluding ordinary negligence, errors or judgment or mistake of person
- 1.12. "Hardware" shall mean any enabling component such as server, networking device etc. that would be required to be maintained by the Service Provider and / or procured by the Company.
- 1.13. "Maintenance" shall mean the services to be provided by the Service Provider for the support and upkeep of the existing assets and other allied components as provided in this Agreement.
- 1.14. "Material Breach" shall mean any failure to perform that permits the other party to the contract to either compel performance, or collect damages because of the breach
- 1.15. "Performance Security" shall mean monetary guarantee to be furnished by the Service Provider for due performance of the Contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- 1.16. "Product" shall mean all Goods and Services (As defined in the General and Special Conditions of Contract forming part of the Standard Bidding Document) provided by the Service Provider under this Contract, along with any other Third Party Software.
- 1.17. "Services" shall mean all Services supplied by the Contractor to the Company and includes any advice or recommendations (and where the context so permits shall include any supply of Goods).
- 1.18. "Service Level" shall mean Contracted delivery time and performance.
- 1.19. "Support" shall mean provision of support by the Service Provider with appropriate resources to provide Fixes and error correction during the term of the contract.
- 1.20. "Third Party Software" shall mean Software component developed by another firm other than the Service Provider which is used in providing FM and Comprehensive Maintenance Contract Services.
- 1.21. "Wilful Misconduct" shall mean where Service Provider intends actual harm to Company either by itself or by or through its Agent(s) which may harm

the Company.

2. Terms of the Contract

2.1.The period of FACILITY MANAGEMENT & COMPREHENSIVE

MAINTENANCE CONTRACT Service Contract for IT infrastructure will be for **three years** from the date of signing the formal agreement. Extendable for further period of **two years on yearly basis**, on mutual consent.

2.2.Unless otherwise provided in the tender herein or any subsequent amendment of the Agreement, the engagement of the Service Provider under this contract concludes upon the completion of Contract Period.

2.3.The Service Provider must strictly adhere to the delivery dates or lead times and Service Levels (defined in Service Level clause) identified in this tender document. Failure to meet these delivery dates or the desired Service Levels, unless it is due to reasons entirely attributable to the Company, shall constitute a material breach of the Service Provider's performance obligations under this contract.

2.4.If the Service Provider fails to remedy the defect within reasonable period or does not provide support as per the terms of this tender document, the Company may invoke the performance guarantee and/ or proceed to take reasonable remedial actions as may be necessary including but not limited the imposition of Liquidated Damages/Penalties, refund of amount paid by the Company, and any other remedy as provided for in this tender document or under the Law.

2.5.The Service provider shall not sub-contract to any organization without the prior approval of BRBNMPL. If, at any time, it comes to the notice of BRBNMPL that such sub-letting has been done, BRBNMPL at its discretion may terminate the contract without referring the matter further to the Service provider. BRBNMPL will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Service provider or through other means.

2.6.BRBNMPL reserves the right to claim as damages from the Service provider to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the Service provider, damage has been caused to equipment covered by the FACILITY MANAGEMENT AND COMPREHENSIVE MAINTENANCE CONTRACT or to any property of BRBNMPL even if it is not covered under FACILITY MANAGEMENT AND COMPREHENSIVE MAINTENANCE CONTRACT.

2.7.For the items covered under COMPREHENSIVE MAINTENANCE CONTRACT, the Service provider shall repair/ replace parts only at the respective

locations of BRBNMPL. If the fault is of serious nature and requires the support of the Repair Centre of the Service provider, thereby necessitating shifting of the equipment, the Service provider shall arrange to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the BRBNMPL.

2.8.Independent Contractor: Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Company and Service Provider. The Service Provider, in furnishing services to the Company hereunder, is acting only as an independent Contractor. Service Provider does not undertake by this contract or otherwise to perform any obligation of the Company, whether regulatory or Contractual, or to assume any responsibility for the Company's business or operations. The parties agree that, to the fullest extent permitted by applicable law; The Service Provider has not, and is not, assuming any duty or obligation that the Company may owe to its customers or any other person. The Service Provider shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc.

2.9.Concerning Employees: Personnel / staff / manpower / Agents / Contractors / suppliers engaged by either party will be deemed employees of such party and will not for any purpose whatsoever be considered employees or Agents of the other party. Except as may otherwise be provided in this contract, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits, and the like.

2.10.Non-Solicitation of Personnel: During the term of contract, neither party shall solicit for employment or hire any employee who is currently involved in the performance of this Agreement or for a period of twelve months following closure/ termination of the Contract.

2.11.Assignment: Neither this document/contract nor any rights granted under this contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Company.

2.12.Applicable Law; Severability: This proposed contract shall be governed in accordance with the laws of India and will be subject to the exclusive

jurisdiction of Courts in Bangalore. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.

2.13.Notices: Any notice and other communications provided for in this tender document shall be in writing and shall be first transmitted by facsimile transmission followed by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice.

2.13.1.In case of notices to Company:

Name : Bharatiya Reserve Company Note Mudran Pvt. Ltd.
Address : No.3 & 4, Ist Stage, Ist Stage BTM Layout,
Bannerghatta Road, Bangalore - 560029
Fax Number : 080-66602039
For attention : <Name>, Designation

In case of notices to Service Provider:

Name : Service Provider <ABC>
Address : <Service Provider Address>
Fax Number : <Service Provider Fax number>
For attention : <Name of the contact person>

2.14.All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five Days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

2.15.Any Party may, from time to time, change its address or representative for receipt of notices provided for in this contract by giving to the other Party not less than fifteen Days prior written notice.

2.16.Amendment and Waiver: No provision of this tender terms and conditions may be amended, modified or waived unless such amendment or waiver is in writing and signed, by both parties or the Party waiving their right as the case may be. No delay or failure of any Party in exercising any right, power or privilege hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

2.17.Survival and Severability: Rights and obligations under this contract, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of contract. The invalidity or un-enforceability of any provisions of this tender

clauses in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the tender document in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

2.18. Indemnity: Each party shall indemnify and hold harmless the other (Indemnified Party) from and against any loss, cost, damages and expense (including but not limited to attorneys' fees) incurred by the Indemnified Party relating to any claims arising out of or in any way relating to the Services or this contract. Provided that the Service Provider shall indemnify the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers and directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

- 2.18.1.** The Company's authorized/bonafide use of the deliverables and/or the Services;
- 2.18.2.** an act or omission of the Service Provider, its employees, Agents or Sub-Contractors in the performance of the obligations under this contract;
- 2.18.3.** breach of the terms of this contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this contract; and/or
- 2.18.4.** Any or all deliverables and/or Services infringing any patent, trademarks, copyrights or such other intellectual property rights. This provision shall survive the termination of this contract for any reason.

2.19. Performance Bank Guarantee:

2.19.1. The Service Provider shall at his own expense deposit with Corporate Office of the Company at Bangalore, within Twenty-One (21) working Days of the date of signing of this contract/ Agreement, a Performance Bank Guarantee from a scheduled commercial bank, as per format issued by the Company, for an amount equivalent to ten percentage (10%) of the total all-inclusive Contract value (period of Contract), for the due performance and fulfilment of the Contract by the Service Provider.

2.19.2. Without prejudice to the other rights of the Company under this

Contract, the proceeds of the Performance Security shall be payable to Company as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. Company shall notify the Service Provider in writing of the invocation of its right to receive such compensation, indicating the Contractual obligation(s) for which the Service Provider is in default.

2.19.3. The performance bank guarantee shall be denominated in the currency of the Contract (Indian Rupee Only) and shall be by Bank guarantee or Cheque form acceptable to Company.

2.19.4. The performance bank guarantee will be valid till the end of the Contract Period with claim period of three months from the end of Contract Period.

2.20. Force Majeure

2.20.1. The Service Provider shall not be liable to the Company if, and to the extent, that the undertaking or performance or of any of its activities, duties, obligations or functions under this contract is prevented, restricted, delayed or interfered with, due to circumstances beyond the Service Provider's reasonable control, including without limitation, war, acts of war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God or of public enemy or other epidemics, fire, flood, obstruction of navigation by ice of Port of dispatch, acts of Government of India in their sovereign capacity. However, this does not include Service Provider's default or negligence or carelessness or failure to assess the reasonable consequences of an act on the part of the Service Provider, resulting in such a situation.

2.20.2. Force Majeure shall also apply to the Company.

2.20.3. The Service Provider, claiming an event of force majeure, shall promptly notify the Company immediately of such delay or failure in performance, the reason there for, the expected duration thereof, and its anticipated effect and also keep the Company informed of the further developments. The Service Provider shall use its best efforts to remedy such a cause of non-performance. Unless otherwise directed by the Company in writing, the Service Provider affected by force majeure shall continue to perform the obligations under this Agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof. Provided further, that if the Company can make reasonable arrangements for safety and access,

the Service Provider or his representatives are required to cooperate with the Company, failing such cooperation the protection of above clause will not be available. As soon as the cause of force majeure has been removed, the Service Provider shall notify the Company in writing and resume the affected activity without delay. The period of suspension of work shall also be excluded while computing the validity period of this Agreement of 5 years.

2.20.4. If the Force Majeure event continues beyond a period of ninety (90) Days, such that the continuance of the contract/agreement in its present form is to the prejudice of both or any one of the Parties, the Parties shall together, review whether this contract/agreement between them shall continue, be modified or be mutually terminated Day forthwith. If a Party who is prejudiced as above requests for a reasonable modification of this Agreement, such reasonable modification shall not be unreasonably denied by the other Party.

2.21. Headings:

2.21.1. The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the contract/agreement.

2.21.2. Both parties hereby agree that: Except as may be expressly permitted by this contract/agreement, neither party shall use or publicize each other's name, trademark, service mark or logo in connection with the Services, without the prior written consent of the other party. Such written consent may be subject to certain conditions which shall be imposed as per the discretion of the consenting party.

2.22. Statutory and Regulatory Requirements: In the execution of this contract, the Service Provider must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to Government of India, State governments, local administration bodies and municipal corporations, Central Vigilance Commission, and, judicial courts in India. In the event of any failure or omission to do so, the Service Provider shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/ Agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.

2.23. Publicity: Any publicity by the Service Provider in which the name of the

Company is to be used should be done only with the explicit written permission of the Company. Photography is prohibited within the Company's premises and the Service Provider and his representatives may not do so without prior written permission.

2.24.Information ownership: All information processed, stored in, or transmitted by the Service Provider's equipment (installed at Company location) shall belong to the Company. By having the responsibility to maintain the equipment, the Service Provider does not acquire implicit access rights to the information or rights to redistribute the information. The Service Provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

2.25.Sensitive Information

2.25.1.Any information considered sensitive must be protected by Service Provider from unauthorized disclosure, modification or access.

2.25.2.Types of sensitive information that will be found on Company systems (that includes but not limited to Technical information on machines, processes, design, data etc.), which the Service Provider may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

2.26.Privacy and security safeguards

2.26.1.The Service Provider shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at any Company location. The Service Provider will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application Software. The Service Provider will have to also ensure that all Sub-Contractors who are involved in providing such privacy and security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any privacy and security safeguards designed, developed, or implemented by the Service Provider or existing at any Company location.

2.27.Guarantees Service Provider hereby guarantees that the Software and allied components used to service the Company are licensed and legally

approved etc. All Software must be supplied with their original and complete printed documentation.

2.28.Resolution of Disputes

2.28.1.The Company and Service Provider will have to make every effort to resolve amicably, by direct informal negotiation between the respective Project managers of the Company and Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

2.28.2.If the Company Project manager and Service Provider Project manager are unable to resolve the dispute after thirty Days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Company respectively.

2.28.3.If after thirty Days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Company, the Company and the Service Provider have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

2.28.4.The Service Provider must carry out all activities related to the Contract during the formal arbitration proceedings unless otherwise directed in writing by the Company unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in this Contract, no payment due or payable by the Company, to the Service Provider shall be withheld on account of the on-going arbitration proceedings, unless a dispute or one of the dispute that is to be resolved by the said arbitration proceedings is directly related to such payment due or payable by the Company.

2.28.5.All questions, claims, disputes or differences arising under and out of, or in connection with the Agreement or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with the Company and the Service Provider being entitled to appoint one arbitrator each. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding

arbitrator. The award of the arbitrator tribunal shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Bangalore.

2.28.6. If a notice has to be sent to either of the parties who is signing of the contract/Agreement, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on.

2.28.6.1. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or

2.28.6.2. The expiry of five Days after posting if sent by registered post with A.D., or

2.28.6.3. The business date of receipt, if sent by courier.

2.28.6.4. Contract/Agreement shall be governed and construed in accordance with the laws of India. Notwithstanding anything contained in Clause 2.28.5 above, the courts of Bangalore alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this contract.

2.28.6.5. Notwithstanding the above, the Company shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

2.29. Exit option and Contract re-negotiation

2.29.1. In addition to the cancellation of the contract/agreement, and any other remedy or right provided for under the Contract and in law, the Company reserves the right to appropriate the damages partly or fully through encashment of the Performance Guarantee given by Service Provider.

2.29.2. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Service Provider will be expected to continue the services and the Company will continue to pay for all products and services that are accepted by it. The Company shall have the sole and absolute discretion to decide whether proper transition mechanism has been complied with.

2.29.3. The Company and Service Provider shall together prepare the Transition Plan. However, the Company shall have the sole decision to ascertain whether such Plan has been complied with.

2.29.4. Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Service Provider to the Company or its designee to ensure smooth handover and transitioning of deliverables, required to be otherwise performed by the Service Provider.

2.30. Corrupt and fraudulent practice Service Provider shall comply with the requisite requirements under the directives issued by the Central Vigilance Commission from time to time and observe highest standards of ethics and co-operate with the Company in achieving the same.

2.31. Violation of terms The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or for enforcing the performance of the covenants, obligations and representations contained in this document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs, right for damages and penalty as provided for in this Agreement.

2.32. Specific Representations of the Service Provider

2.32.1. The Service Provider represents to the Company that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this contract/Agreement. The Service Provider represents that all Software or Hardware to be supplied/ provided in terms of this contract/Agreement shall meet the proposed solution requirements.

2.32.2. All terms and conditions, payments schedules, time frame for implementation, expected Service Levels as per this Agreement will remain unchanged unless explicitly communicated by the Company in writing to the Service Provider. The Company Shall not be responsible for any judgments made by the Service Provider with respect to any aspect of the Project. The Service Provider shall at no point be entitled to excuse themselves from any claims by the Company whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected Service Levels, time frame for implementation etc. as mentioned in this contract/agreement.

2.32.3. The Service Provider covenants and represents with the Company as follows:

- 2.32.3.1. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which it is incorporated;
- 2.32.3.2. It has the corporate power and authority to enter into Agreements and perform its obligations herein. The execution, delivery and performance of terms and conditions under Agreements by it and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on its part is necessary to authorize the execution, delivery and performance under this contract/Agreement;
- 2.32.3.3. The execution, delivery and performance under this contract/Agreement by the Service Provider; (A) will not violate or contravene any provision of its documents of incorporation; (B) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound; (C) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; (D) to the best of its knowledge, after reasonable investigation, the Company represents that no representation or warranty by it in this Agreement, and no document furnished or to be furnished to the Company, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which the statements were made, not misleading. The Company further represents that there have been no events or transactions, or facts or information which have come to, or upon reasonable diligence, should have come to its attention and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

2.33. Stamp Duty The stamp duty on the contract/Agreement, as applicable, shall be borne and paid solely by the Service Provider. The Service Provider

further indemnifies and keeps indemnified the Company and their directors and employees from all claims, actions, losses and damages suffered by the Company on account of the Service Provider not paying adequate stamp duty on this Agreement and/ or any demand of deficit stamp duty, interest thereon or penalty levied by the concerned authorities upon the Company. Additionally, in the event of any demand for payment of stamp duty on this Agreement, by any governmental agency or any person having authority under law to so demand, then the Service Provider shall promptly pay such stamp duty along with any fines, penalties or levies imposed by such governmental agency or such person and shall keep the Company indemnified against any such claims and demands.

2.34. Entire contract/Agreement Contract/Agreement together with the Service Provider Response constitutes the entire understanding between the Parties with respect to the subject matter hereof. If there is a conflict between the terms of contract/Agreement and other the other provisions of the Contract, the terms of the contract/Agreement shall prevail; however, if there is a provision, obligation or a condition which is not included hereunder, such provision, obligation or condition shall be deemed to be incorporated in the contract/Agreement to the extent that such provision obligation or condition is consistent herewith.

2.35. Survival Any provision or covenant of the contract/Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of the contract/Agreement, shall survive such expiration or termination.

3. Fees and Payment Terms

3.1. Overall Cost Outlay

3.1.1. The Company agrees to pay to the Service Provider, on the terms as agreed by the Company, L1 finalized price as per Price Schedule Section-XI upon receipt of invoices from the Service Provider, on completion of agreed services.

3.1.2. The costs are fixed for the entire Contract Period and the Company reserves the right to renew / review the Contract with the Service Provider on an annual basis. No price variation is allowed.

3.1.3. The fees payable by the Company to the Service Provider shall be inclusive of all costs such as insurance, VAT/GST, Service tax, custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and the Company shall pay the fees due under this Agreement after deducting

any tax deductible at source ("TDS"), as applicable.

3.1.4.In case of any variation (upward or down ward) in Government levies/ taxes/ cess/ excise/ service tax /GST custom duty etc. that have been included as part of the price shall be borne by BRBNMPL, subject to submission of documentary evidence.

3.1.5.Terms of payment indicated in this Contract will be final and binding on the Service Provider and no interest will be payable by Company on outstanding amounts under any circumstances.

3.1.6.It is agreed between the Parties that the Company shall not be responsible for any omission / exclusions made by the Service Provider either in terms of prices, quantities, line items etc. for performing the work under the scope and objective of the Contract, including Service Level Agreement as defined in Service Level Agreement clause. The Company will not bear any additional cost for the Service Provider's omission / exclusions in their proposal. Additionally, the Company shall not be responsible for any assumptions made by the Service Provider other than as agreed in this Agreement. In no event will the Company bear any additional cost for assumptions made by the Service Provider other than as agreed.

3.1.7.The Service Provider may suggest upgrading installed Hardware and Software or Third Party Software at the Company, for increased performance level, wherever necessary. The Company upon examination may accept to upgrade such components and such upgrade costs would be entirely borne by the Company.

3.1.8.The Company retains the right to amend the Service Level Agreement during the Contract Period on mutually agreeable terms and conditions. The contract/Agreement would then refer to the revised SLA wherever applicable.

3.2.Payment Terms

3.2.1.The Contractor shall submit the bills / invoices on a quarterly basis (Quarter ending June, September, December and March), for the work done during the particular quarter, addressed to the General Manager at respective locations viz. Mysore, Bangalore and Salboni. Such bill, being verified, scrutinized and accepted, shall be paid by the respective BRBNMPL offices, after deducting liquidated damages, if any, as provided in this contract.

3.2.2.Charges for all the services shall be payable as per finalized L1 Prices in the contract/agreement for the various types of severity levels S1, S2

and S3 after adjusting for liquidated damages, if any, calculated as per the methodology adopted herein under.

3.2.3.Any objection / dispute to the amounts invoiced in the bill shall be raised by the Company within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Company will make payment within thirty (30) working Days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Contract Period are inclusive of Contract value and the Service Provider shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., other than the "Agreed Contract value".

3.2.4.All such fees and payments required to be made by the Company under this contract/Agreement shall be made in Indian Rupees. Payments shall be deemed to have been received by the Service Provider when the funds in respect of such payments are made available by way of direct credit (RTGS or other e-payment modes) to Company account(s) of the Service Provider as may be specified by it to the Company. Cheque, demand draft or such other mode of payment mutually acceptable may be resorted to in case of exigencies to be decided by the Company.

4. Limitation of Liability

4.1.Contractor's liability for damages under this Contract shall be limited to the total value of contract except for property loss suffered by the Company due to negligence attributable on the part of Contractor, their agents or their employees.

4.2.The Service Provider is liable in case of claims against the Company resulting from Wilful Misconduct or Gross Negligence of the Service Provider, its employees or Sub-Contractors or from infringement of any third party patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations. The Company shall inform the Service Provider of all known breaches and claims of indemnification and the Service Provider shall be required, at the Service Provider's expense to remedy the breaches or defend, manage, negotiate or settle such claims. The written demand by the Company as to the loss/ damages mentioned above shall be based on the actual amount of such loss/ damages caused to the Company including but not limited to all costs and expenses, including, without limitation, reasonable attorneys' fees and

court costs.

4.3. The Service Provider will defend or settle any claim for IPR infringement, indemnity or any claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees or Sub-Contractors.

4.4. Third Party(s) in the above clause are the parties excluding the Sub-Contractors of the Service Provider.

5. Confidentiality

5.1. Except as otherwise expressly provided in the contract/Agreement, no party receiving Confidential Information, as defined below, in connection with the provision of the Services stated in the contract/Agreement shall disclose such Confidential Information to a third party or use it for any purpose other than in connection with this Contract.

Confidential Information' means all information in which a party has rights that is not generally known to the public and that under all circumstances should reasonably be treated as confidential or proprietary, in case where such material is specifically marked as confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, at the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) is independently developed by the receiving party without reference to the Confidential Information; or (iii) is subsequently learned from a third party not known by the receiving party to be subject to an obligation of confidentiality with respect to the information disclosed. The confidentiality clause shall survive the termination of the contract/Agreement and will continue in full force and effect forever.

5.2.Exceptions: Nothing in the contract/Agreement shall limit the right of a party in possession of the Confidential Information of the other to disclose such Confidential Information, and such party shall have no liability for such disclosure, if such disclosure is: (i) required to be disclosed pursuant to law, regulation, statutory obligation, government authority, duly authorized court order whereupon the disclosing party, where reasonably possible, will provide notice to the other party prior to such disclosure; (ii) required to be disclosed to a court or other tribunal in connection with the enforcement of such party's rights under this Agreement; or (iii) is approved for disclosure by the prior written consent of the other party

5.3.Conflict of Interest: Subject to confidentiality restrictions set forth herein, the Service Provider and its affiliates shall have the right to render similar

services to any third parties, even if such parties are in competition with the Company, provided that in the event the Company has given the Service Provider prior notice of a potential conflict, the Service Provider shall either obtain a waiver from the Company or in the absence of such waiver (which should not be unreasonably withheld or delayed), refrain from rendering similar services in a manner which would create a conflict with respect to such circumstances.

5.4.Company Property: All data or information supplied by the Company to the Service Provider in connection with the services being provided by Service Provider ('the Services and Software ') shall remain the property of the Company or its licensors. All deliverables to the extent prepared by Service Provider hereunder for delivery to the Company ('the Deliverables') shall be the property of the Company and the Service Provider shall grant to the Company a worldwide, non-exclusive, fully paid, royalty-free license to perpetually use, display, execute, reproduce, and distribute copies of the Deliverables for its internal use only, to the extent necessary for the intended use of the Deliverables. Except as otherwise provided herein above, if the Service Provider discloses any data or information to any unauthorized party the Service Provider agrees to indemnify and hold harmless the Company against all claims causes of action, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) resulting from such disclosure.

5.5.In maintaining confidentiality hereunder the Service Provider receiving the Confidential Information and materials warrants that it shall:

5.5.1.Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own Confidential Information and such degree of care shall be at least that which is reasonably expected from a prudent person.

5.5.2.Keep the Confidential Information and materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

5.5.3.Limit access to such Confidential Information and materials to those of its directors, partners, advisers, Agents or employees of the Service Provider or third party Service Providers with whom the Service Provider has formed a Consortium with for this Project, who are directly involved in the consideration/evaluation/implementation of the Confidential Information and bind each of its directors, partners, advisers, Agents or employees so involved to protect the Confidential

Information and materials; and

5.5.4. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Company of such disclosure in writing and immediately return to the Company all such Information and materials, in whatsoever form, including any and all copies thereof.

5.5.5. The Service Provider shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information mentioned in this contract/Agreement are fully adhered to.

5.5.6. The Service Provider shall, on receipt of a written demand from the Company or upon the completion of contract/Agreement,

5.5.6.1. Immediately return all written or electronic Confidential Information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Service Provider's possession or under its custody and control;

5.5.6.2. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Company;

5.5.6.3. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Company or its Projects from any computer, word processor or other device in its possession or under its custody and control; and

5.5.6.4. Notwithstanding anything contrary contained in this Agreement the Service Provider may retain such documents/working papers related to the Project (that may contain Confidential Information) which is necessary to support any advice, report or opinion that it may provide pursuant to this Agreement, on getting prior approval of the Company.

5.6. The restrictions in the preceding sections shall not apply to:

5.6.1. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Service Provider contrary to the terms of the contract/ Agreement); or

5.6.2. Any disclosure required by law or by any court of competent jurisdiction, or any enquiry or investigation by any governmental,

statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Service Provider shall promptly notify the Company of such requirement with a view to providing the Company an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

6. Term and Termination

6.1. These terms are valid for the Contract Period and from the date of execution of the contract/Agreement and unless otherwise provided in the contract/Agreement herein or by subsequent mutually agreed changes, the contract/Agreement will be in force until the Period of Contract is completed.

6.2.Termination by Notice: The Company may terminate the contract/Agreement by providing fifteen (15) Days written notice to the Service Provider in the event the Service Provider commits a material breach of the terms or conditions/or fails to honour, observe, perform or undertake any of its obligations under this Agreement and such breach or failure continues for thirty (30) Days after receipt of a written notice from the Company. The Company may also terminate the contract/Agreement by providing forty five (45) Days written notice if the amount of aggregate calculated penalties / Liquidated Damages reaches 10% of the Total Contract value.

6.2.1. Service Provider will be entitled to terminate the contract/Agreement if the Company materially breaches any of the terms or conditions of the contract/Agreement and such breach is not cured within thirty (30) working Days after Service Provider gives written notice.

7. Service Level Agreement (SLA) and Liquidated Damages (LD)

7.1.Severity Levels

7.1.1.Severe (S1): Calls that can have severe impact on business affecting large number of users fall under this category. E.g. – Server not available, Database not available, Network faults, etc.

7.1.2.Essential (S2): Calls that can have essential impact on the business affecting individual or group of users fall under this category. E.g. – OS installation, Network issues, Printing problems, problems using Office Automation tools, Virus, Hard disk crash, Monitor issues, etc.,

7.1.3.Normal (S3): Calls / services that do not impact on the business immediately fall under this category. E.g. - New Software/ Hardware installations & Upgrades, Patch updates, Change in configuration of the

desktops, etc.

7.1.4. The services shall be classified as in Table-01 below for the purposes of fault rectification, quarterly uptime commitment and levy of damages.

7.1.5. Downtime will be counted from the time of reporting the maintenance call till the resolution of the problem of Hardware or Software.

7.1.6. Severity Level of Calls logged will be decided based on the type of item / equipment and its impact on business as defined above. In case of any discrepancies in deciding on Severity Level, Company's decision on Severity Level based on business impact shall be final.

7.1.7. In order to meet the SLA commitments, it is necessary to ensure that the Contractor have adequate spares on site, at each one of the locations as per Scope of Work. This contains a list of recommended spares based on the experience of BRBNMPL in the last few years. However, in order to meet the stipulated SLA requirement, the Contractor has to meet those, if additional spares are required on site as well as offsite, it will be the responsibility of the Contractor.

7.1.8. Liquidated damages shall be recovered on a quarterly basis for failure to maintain the committed uptime. In addition, further damages shall be levied for failure to keep the services in working condition beyond specified hours.

7.1.9. The quarterly uptime commitment and the damages to be recovered for failure is furnished in table – 02 and the details of further damages for failing to rectify the mistakes beyond the specified hours is furnished in table -03.

7.1.10. For the purposes of calculation of total committed hours, the working hours known as service window will be as per the Table-04 read with Table-05.

7.1.11. The Contractor shall extend their Service window apart from those mentioned in table-04, at the time of any crisis at no additional cost.

TABLE – 01 (Service Classification)

Severity Level	Response Time(time within which the Contractor should Respond)	Resolution Time(Time within which the Contractor should bring the service back to normal working condition)	Quarterly Uptime Commitment in percentage	At any point of time, the below quarterly uptime commitment should be maintained
S1	1 hour	4 hours	95.0%	90%
S2	2 hour	8 hours	90.0%	85%
S3	4 hours	16 hours	90.0%	85%

TABLE – 02 (Uptime Commitment)

Severity Level	Quarterly Uptime Commitment in percentage	Liquidated damages imposed per percentage for not meeting the SLA commitment
S1	95.0%	20% of the quarterly payment (both Facility Management and Comprehensive Maintenance charges) of the line item.
S2	90.0%	10% of the quarterly payment (both Facility Management and Comprehensive Maintenance charges) of the line item.
S3	90.0%	5% of the quarterly payment (both Facility Management and Comprehensive Maintenance charges) of the line item.

Table – 03 (Resolution Time)

Severity Level	Resolution time allowed	Penalty Slots (above Resolution time)	Penalty Amount for Each Penalty Slot
S1	4 hrs.	One Slot = 4 hrs. continuous downtime	INR 500.00
S2	8 hrs.	One Slot = 8 hrs. continuous downtime	INR 100.00
S3	16 hrs.	One Slot = 16 hrs. continuous downtime	INR 25.00

*** Any fraction of penalty slot will be considered as one slot.**

Table – 04 (Service Window)

Location	Severity Level	Service Window in Hours	No. of days to be taken for calculation of availability
Mysore	S1	18	Total no. of days including Sundays
	S2	10	No. of working days
	S3	10	No. of working days
Salboni	S1	18	No. of working days
	S2	10	No. of working days
	S3	10	No. of working days
Bangalore	S1	09	No. of working days
	S2	09	No. of working days
	S3	09	No. of working days

Table – 05 (Working Hours)

Location	Day	Service Timings	Mode of Delivery	Severity Level
Bangalore	Monday To Saturday	9.15 AM to 6:15 PM (9 hrs.)	On-site	S1, S2 & S3
Mysore	Sunday To Saturday	06:00 AM to 12:00 Midnight (18 hrs.)	On-site requirement between 7.45 AM to 6.00 PM and should attend to any other calls on need basis during this service window	S1
	Monday To Saturday	7.45 AM to 5.45 PM (10 hrs.)	On-site	S2 & S3
Salboni	Monday To Saturday	06:00 AM to 12:00 Midnight (18 hrs.)	On-site requirement between 7.45 AM to 6.00 PM and should attend to any other calls on need basis during this service window	S1
	Monday To Saturday	7.45 AM to 5.45 PM (10 hrs.)	On-site	S2 & S3

7.2.Liquidated Damages / Penalty

7.2.1.The Company expects the Service Provider to complete the scope of work as mentioned in Scope of Work within the timelines mutually agreed upon with the Company. Inability of the Service Provider to either provide the requirements as per the scope or to achieve the expected Service Levels as per Scope of Work or to meet the timelines agreed with the Company would be treated as breach of Contract and would invoke this penalty clause. The rate of penalty would be as mentioned in the Scope of Work. Cap for aggregate of all penalties under the Agreement will be limited to 10% of the Total Contract value. In the event the timeframes are impacted due to delays caused solely by the Company, the Service Provider will be given additional time (proportionate to the time lost due to the delay) to complete the activity and further, the Service Provider will not be responsible for any penalties for such delay or resultant extension. The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Company such as termination of this Agreement, invocation of the BG and recovery of the expenditure incurred by the Company.

7.2.2.Company reserves the right to cancel the Contract and recover expenditure incurred on the following circumstances:

7.2.2.1.The Service Provider commits a breach of any of the terms and conditions of the Contract.

7.2.2.2.The Service Provider goes into liquidation voluntarily or otherwise.

7.2.2.3.The progress regarding execution of the Contract, made by the Service Provider is found to be unsatisfactory.

7.2.2.4.If aggregate of all deductions on account of liquidated Damages/Penalty exceeds more than 10% of the Total Contract value.

7.2.3.After the award of the Contract, if the Service Provider does not perform satisfactorily or delays execution of the Contract, the Company reserves the right to get the balance Contract executed by another party of its choice by giving one month notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which Company may have to incur to carry out bidding process for the execution of the balance of the Contract. This clause is applicable, if for any reason, the Contract is terminated and shall survive the termination of the Contract/Agreement.

7.2.4.The above mentioned penalties are independent of each other and are applicable separately and concurrently.

7.2.5.Penalty is not applicable for reasons attributable entirely to the Company and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Company and Force Majeure. The Service Provider shall submit the proof authenticated by the Service Provider that the delay is attributed to the Company and Force Majeure along with the bills requesting payment, which will be considered by the Company.

7.2.6.It is hereby clarified that notwithstanding the classification of damages as penalties, the Parties agree that the penalties mentioned above are reasonable and are liquidated damages and have been duly calculated towards the loss that shall be incurred by the Company upon the instances leading to the invocation of the same.

7.3. Illustration on LD Calculation

Consider an item "A" for the quarter 01-Oct-17 to 31-Dec-17							
Assume this item "A" falls under severity level S1 and located at Mysore							
Contract Value of the item "A" as per Schedule - III							
Item	Total Maintenance Amount per annum	Total FM amount per annum	Grand Total in INR Per annum	Qtrly Amount			
A	25000	5000	30000	7500			
Performance of the item "A" during the quarter							
Month	Service Window	No. of working Days	Total Hrs. of Availability	Hypothetical down time in Hrs.	Continuous Downtime in Hrs.	Resolution Time allowed in Hrs.	
Oct-17	18	31	558	30	9	4	
Nov-17	18	30	540	40			
Dec-17	18	31	558	30			
Total			1656	100			
Calculation of Liquidated damages as per Table-02 for the quarter							
Availability in Hrs.	Downtime in Hrs.	Committed uptime	Actual Uptime	Deviation	Liquidated Damages	Penalty amount	Net amount payable
1656	100	95%	93.96%	1.04	20%	1557.97	5942.03
Calculation of Liquidated damages as per Table-03 for the quarter							
Continuous Downtime Hrs.	Penalty Slot	Penalty Amount for each slot	Penalty Amount				
5 (9-4)	2	500	1000				
*Fraction of 4 Hrs. duration will be considered as one slot							

We have understood the GCC and SCC terms. We shall comply and hereby undertake to execute the assignment as per the requirements of agreement.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section VI: List of Requirements

(To be signed, stamped and submitted along with Technical Bid Part –I)

We read and understood the scope of work as detailed in Scope of Work. We shall comply and hereby undertake to execute the assignment as per the requirement of contract/agreement.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section VII: Technical Specifications

(To be signed, stamped and submitted along with Techno-commercial Bid Part –I)

1. Scope of Work

The Contractor shall provide the following services during the subsistence of the contract:

1.1.Comprehensive Maintenance and Support

- 1.1.1.**The Comprehensive Maintenance Contract covers comprehensively all the services that are to be provided effectively to manage the IT Infrastructure listed under clauses 7, 8 and 9.
- 1.1.2.**The Contractor shall rectify any defects, faults and failures in the equipment shall repair and replace any worn out defective parts of the equipment and configure with no additional cost to the Company. Also the Contractor shall re-install and configure all required software components (Software media shall be provided by the Company) and bring it back to the original working condition.
- 1.1.3.**All the components of the equipment, excluding consumables, batteries and non-functional parts such as plastic casings and covers, shall be covered under this contract/agreement. The Contractor shall submit list items / parts considered as consumables and non-functional parts of the IT infrastructure covered under this contract/agreement for our examination and acceptance. Such mutually agreed list will be referred in case of any dispute arising out on the functional parts of the equipment.
- 1.1.4.**For the items covered under Software COMPREHENSIVE MAINTENANCE CONTRACT, the Contractor is responsible for any installation, configuration, applying patches/upgrades, troubleshooting. Passive network components such as patch cords, information outlets and connectors are not covered under COMPREHENSIVE MAINTENANCE CONTRACT.
- 1.1.5.**The items currently under warranty with third party Service provider shall be included under this COMPREHENSIVE MAINTENANCE CONTRACT after completion of warranty period. Till that period the Contractor shall only provide FACILITY MANAGEMENT services mentioned elsewhere in this contract.
- 1.1.6.**The Contractor shall monitor and inform IT in-charge before expiration on necessary certificate/document for Support Contract of Hardware and Software components like Server, Backup software, Firewall, Antivirus software etc., from respective OEM (Original Equipment Manufacturer).

- 1.1.7.** During the contract period, in case of any failure of redundant component of Servers, Network devices etc., which does not necessarily immobilize the equipment/output and the equipment continuing under working condition, the defective component shall be rectified by the Contractor within a maximum period of 30 days from the date of failure. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the agreement.
- 1.1.8.** During the period of contract, any stand-by provided by the Contractor shall be replaced with the original/new spare/equivalent configuration acceptable to the Company within a period of 30 days. Failure to do so will attract the liquidated damages as per table-02 & 03 hereinafter provided in the contract/agreement.
- 1.1.9.** During the contract period, any downtime required for our Servers, Operating Systems & Applications, Network components etc., for the purpose of troubleshooting shall be informed in advance and prior permission taken from the Company.
- 1.1.10.** During the contract period, if the Contractor is unable to repair or replace the defective parts / spares of any item covered under COMPREHENSIVE MAINTENANCE CONTRACT due to reasons like obsolete spares, obsolete model etc., the Contractor has to replace the relevant item with a branded equivalent or higher model acceptable to the Company. However, the Company will make all efforts in replacing such obsolete assets within a reasonable time.
- 1.1.11.** If BRBNMPL at any time requires the Service Provider to do any work beyond that provided as per this agreement, the contractor will undertake to do such additional work on mutual agreement terms between the contractor and BRBNMPL at extra cost.
- 1.1.12.** Any additions to / withdrawal from the pool of items as mentioned in Section XI: Price Schedule of this tender document would involve proportionate increase or decrease in the charges indicated against each asset.
- 1.1.13.** Any major additions in the service deliverables due to any increase in the IT infrastructure, as a part of the expansion / up-gradation plan (new items for which the charges are not available as per Section XI: Price Schedule of this tender document) will be discussed in the future and can be incorporated on mutually agreeable terms.
- 1.1.14.** The Service Provider shall maintain minimum onsite inventory / spares as per Annexure – V: Onsite Inventory / Spares.

1.1.15.The Service Provider should arrange their own tools, cleaning solution, etc. required for troubleshooting server, PC, and other Hardware items.

1.1.16.Printers, Scanners are not covered under comprehensive maintenance contract but only under Facility Management Services.

1.1.17.The following is a list of potential emergency scenarios that the Service Provider will have to factor into the Services Catalogue:

1.1.17.1.Network outage and bringing it back up for impacted locations

1.1.17.2.Application interface failure resulting in users not being able to link to application

1.1.17.3.Application shut-down due to either application level or infrastructure layer failure

1.1.17.4.Backup recovery issue resulting in inability to recover data

1.1.17.5.Site level failure or inability of Company to access computing facilities at any of the 3 sites due to force majeure or like situations

1.1.17.6.Lack of technical apparatus at a particular site to handle a particular exigency requirement

1.1.17.7.Systems suddenly running beyond optimal levels and close to peak loads due to a Hardware or Software glitch, or un-planned increase in business transactions

1.1.17.8.IT security attack on infrastructure, leading to Company having to take precautionary surveillance measures

1.1.17.9.Any additional short-term operational requirements that might come up resulting in demand for more Service Provider resources

1.1.18.It is to be noted that this is not an exhaustive list, but only an indicative one. Should any eventuality arise, even beyond the scenarios listed above, it is contingent on the Service Provider to support the Company in resolving the situation satisfactorily as part of standard service management responsibility.

1.1.19.It is recommended that at least the following support framework structure be adopted by the Service Provider in providing support services to the Company. In addition, technical staff will be required on need/emergency basis.

Sl. No.	Components of Support Personal	Mysore	Salboni	Bangalore
1	Combined Skill set of Administrator, OS, Backup, Storage etc.,	1	1	0
2	Database, Server OS Administrator	1	0	0
3	Desktop, OS, Peripheral, Firewall, Networking Knowledge and End user Support	2	2	1

Note: For the purpose of minimum wages act, the above personnel shall be considered under Highly skilled category.

1.2.Facility Management Services

The Contractor shall provide Facility Management Services which includes skill support like installation, configuration and troubleshooting for all IT infrastructure of BRBNMPL. Also, the Contractor should provide first level skill support and all Facility Management services for items covered under warranty/Maintenance Contract with other Service providers or for computer items owned by the Company. The services to be provided by the contractor are as listed hereinafter.

1.2.1.Help Desk Services

1.2.1.1.The Service Provider shall provide help desk management as enumerated below during business hours to manage, track and route requests for service to various technical teams and to assist end users and other relevant personnel in answering questions and resolving problems related desktop systems.

1.2.1.1.1.Log user calls and give them a trouble ticket

1.2.1.1.2.Assign severity level to each call;

1.2.1.1.3.Track each call to resolution;

1.2.1.1.4.Escalate the calls, to the IT head of the Company if necessary;

1.2.1.1.5.Record, cause and action taken on each call;

1.2.1.1.6.Generate call reports using Help Desk Tool deployed by the Contractor in PDF format.

1.2.1.1.7.Analyze the call statistics;

1.2.1.1.8.Calculation of downtime and liquidated damages as per SLA requirement using help desk tool to be deployed.

1.2.1.1.9.Record preventive maintenance calls in the tool;

1.2.1.2.The Contractor shall provide the required Help Desk tool for tracking, log report analysis and call escalation including helpdesk software to meet the requirement of the Company.

1.2.1.3.Regarding the Help Desk tool to be provided by the Contractor, it is the responsibility of the Contractor to ensure that the tool fulfills the requirement of the Company for call logging, call monitoring, calculation of uptime/downtime and generation MIS reports as per the requirements of this agreement.

1.2.1.4.The Contractor shall take back their Helpdesk tool infrastructure after completion of the contract period. The Contractor shall maintain the Helpdesk infrastructure (Hardware and software) at his own cost.

1.2.1.5.The end users should be able to log calls online through the web

based Help desk tool from their sectional desktops. Provision for logging calls through telephone and email should also be provided.

1.2.1.6. For any downtime / non-availability of Help Desk Tool during the service window the liquidated damages shall be calculated as follows.

1.2.1.7. However, during downtime, the Contractor has to submit required manually generated reports to the Company and enter all the calls in the helpdesk tool once it is operational.

1.2.1.8. The call logged through help desk tool shall be considered as closed only after putting back the device into original working condition.

1.2.1.9. The helpdesk tool / software system should generate quarterly consolidated report reflecting the Total call duration, uptime, downtime, resolution time, system availability etc., for each device to facilitate calculation of liquidated damages, if any as per the contract/agreement.

1.2.1.10. Within two weeks from the date of commencement of this contract, the Contractor has to successfully deploy the 'Help Desk' Tool as per the requirements of this agreement.

1.2.1.11. The service provider should customize the reports as per the requirement of BRBNMPL in this regard.

1.2.1.12. The tools and the associated environment required for meeting comprehensively the scope of the tender with specific reference to meet the uptime guarantee and SLA parameters will be the responsibility of the Service Provider.

1.2.1.13. Help desk tool may be installed by the Service Provider centrally with desktop support team maintaining the software at each location during working hours of the Company.

1.2.1.14. The Service Provider should have the facility to capture details of all help desk calls logged by the users and the action taken on the same. This should also include calls redirected to non-Service Provider support.

1.2.1.15. The Company shall provide the space required by the Service Provider for setting up the help desk tool. The Service Provider shall be responsible for procurement and installation of all Hardware, Software and applications required for the operation of the help desk tool as described above.

1.2.1.16. The Service Provider should have appropriate personnel who can answer the end-user's "how to" and "usage" queries, problems

immediately over the phone. Non-Service Provider related queries should be appropriately forwarded and resolved in the same manner.

1.2.1.17. The Service Provider shall communicate to the Company for resolution of any problems in achieving the required Service Levels, where such problems are the result of actions or inactions of third party suppliers selected by the Company.

Escalation Matrix		
Level – 1	100% of the Resolution time	Escalate to Project Manager of Service Provider and IT in-charge at respective locations
Level – 2	200% of the Resolution time	Escalate to Regional Manager of Service Provider and General Manager of respective BRBNMPL office
Level – 3	300% of the Resolution time	Escalate to Business Head of the Service Provider and Managing Director of BRBNMPL

1.2.1.18. It is the responsibility of the contractor / resident engineer at each location to generate / print the quarterly SLA report from the helpdesk tool / software and handover to the IT in-charge of the respective locations.

1.2.1.19. The IT in-charge of the respective location after checking, scrutinizing the report will recommend for payment against the invoice / bill submitted, after deducting liquidated damages if any, as per the SLA commitments.

1.2.2.Desktop Management Services

1.2.2.1. It will cover the Desktops, printers (only FM), Peripherals and services related to servers and network at the Company's three locations namely Bangalore, Mysore & Salboni

1.2.2.2. The Contractor shall provide the following services.

1.2.2.3. First level hardware support for the above equipment - Diagnosing the problem and getting the same resolved.

1.2.2.4. Support on desktop which includes installation, configuration and troubleshooting of Operating systems, MS Office, and other supporting software

1.2.2.5. Perform backup activity as per Company's IT backup policy

1.2.2.6. First Level Support on proprietary applications.

1.2.2.7. Configuring printers and resolving printing problems of the users

1.2.2.8. Installation and configuration of software on the clients.

1.2.2.9. Change Management - Performing any Install, Move, Add or Change (IMAC) of hardware or software.

1.2.2.10. Updating the anti-virus tool on the servers and clients periodically

as per the requirements of the anti-virus tool. The internet connection facility for downloading the updates and patches will be provided by the Company.

1.2.2.11.Periodical monitoring of antivirus tools on server and client side for any virus attacks, scheduled scans etc., diagnosing and rectifying any virus problems.

1.2.2.12.Providing feedback to the Company on any new viruses detected.

1.2.2.13.The Contractor shall be responsible for updating security patches on operating systems which should be done immediately upon their release by the Principal/OEM after taking due permission of the Company.

1.2.2.14.The Contractor should perform Antivirus Server and client installation and configuration, whenever required.

1.2.2.15.The Contractor should attend and completely resolve all virus infections of any nature and intensity reported in any of the PC's/Servers.

1.2.3.Server Support

1.2.3.1.Resolving server problems like system 'hang', hard disk crash, etc.

1.2.3.2.Creating new file systems and correcting file system inconsistencies.

1.2.3.3.Creating / modifying / deleting users and groups.

1.2.3.4.Installation of OS upgrades and patches, as and when provided by the respective supplier/OEM.

1.2.3.5.Escalating unresolved problems to the technical support center / Contractor for ensuring resolution.

1.2.3.6.Perform backup operations as per the backup policy. Also record and generate reports on backup activity.

1.2.3.7.It is the responsibility of the Contractor to resolve any server related problem if the on-site engineers could not resolve and require a specialist help in resolving the problem.

1.2.3.8.OS hardening.

1.2.4.Consumable Management

1.2.4.1.The Contractor has to replace the exhausted printer ribbon, cartridge or toner in all printers as part of Facility Management services.

1.2.4.2.The Contractor has to monitor the status of printer consumables and all other computer Consumables by maintaining a register

(hard or soft copy) and appraise the officer in-charge of the Company at respective location regarding any consumable requirements.

1.2.4.3. Consumable cost will be borne by the Company.

1.2.5. Email Management

1.2.5.1. The Contractor has to install, configure and maintain the MS Outlook Express or any other email client of all users.

1.2.5.2. Co-ordinate with the Email Service Provider to overcome any issues concerning the email service, user id etc.

1.2.5.3. Backup E-mails as per the Company's IT policy.

1.2.6. Vendor Management Services

1.2.6.1. In case of systems covered under warranty, the service engineers shall note down the serial number of the machine and escalate the service call to the concerned vendor and take up necessary follow up activities for the same and also intimate the IT officials regarding the call details.

1.2.6.2. Maintaining database of the various Service Providers with details like contact person, telephone no, escalation matrix, response time and resolution time commitments.

1.2.6.3. Logging calls with Service Providers.

1.2.6.4. Coordinating with the Service Providers to get the problems resolved.

1.2.6.5. Resolving problems, if required.

1.2.6.6. Coordinating with Service Providers to ensure that the calls logged on them are resolved within the times stipulated.

1.2.7. Network Management Services

1.2.7.1. Identifying LAN/WAN faults and getting them resolved.

1.2.7.2. It is the responsibility of the Contractor to resolve any network related problem if the on-site engineers could not resolve the problem and require a specialist help / high end support services in resolving the problem.

1.2.7.3. Configuration management of the network devices (router, switches, Firewall etc.).

1.2.7.4. Updating the documentation of the LAN/WAN setup when changes are made.

1.2.7.5. Performance monitoring and analysis of the network – Parameters

like utilization, errors etc. using the Network Management Software provided by the Company.

1.2.8.Database Administration Services

1.2.8.1.User account management.

1.2.8.2.Startup and shutdown of databases.

1.2.8.3.Perform periodic (daily, weekly and monthly) scheduled activities – Verifying availability of instances, listener, look for log entries (alert logs, dumps – background / core / user dumps), archiving old log files, check disk space for file systems, monitor security policy violations etc.

1.2.8.4.Database space management – including table space management, physical files management (data files, control files, redo log files), roll back segments management.

1.2.8.5.User account management - including user creation / deletion / password management / space or quota management user wise.

1.2.8.6.Session level auditing – enabling & disabling audits, audit log analysis etc.

1.2.8.7.Database problem resolution

1.2.8.8.It is the responsibility of the Contractor to resolve any Database related problem if the on-site engineers could not resolve the problem and require a specialist help / high-end support services in resolving the problem.

1.2.8.9.Performance management by monitoring and managing key database parameters such as – top CPU users, IO users, memory users, user sessions, cache hit ratios (buffer, data, lib etc.), data file space, transactions rate etc.

1.2.8.10.Capacity planning for better performance by monitoring key parameters – memory sizing, disk space sizing, processor performance, database growth, usage pattern of concurrent users etc.

1.2.8.11.Co-ordination with Project Manager of the Contractor for high-end support services.

1.2.8.12.Performance tuning of Databases regularly.

1.2.9.Storage and Backup Management Services

1.2.9.1.Proactive monitoring of mission critical servers, verifying the log file for server errors, failure analyses with respect to servers and other accessories.

1.2.9.2.Resolving server problems, like system hang, disk crashes, O.S

upgrades and patches on regular basis whenever required.

1.2.9.3. Monitoring CPU utilization, disk space usage etc. vis-à-vis thresholds

1.2.9.4. Creating new file systems and correcting file system inconsistencies.

1.2.9.5. Creating / modifying / deleting users and groups.

1.2.9.6. Performing quarterly once, system performance tuning – changing the system configuration.

1.2.9.7. Parameters and re-organizing the disk space etc.

1.2.9.8. Performing once a month security audit and scanning of all the servers.

1.2.9.9. Periodic preventive maintenance through vacuum cleaning and other standard procedures.

1.2.9.10. Escalating unresolved problems to the principal / Project Manager of the Contractor for ensuring resolution.

1.2.9.11. Perform backup operations as per the defined backup strategy.

1.2.9.12. Maintain log sheets of backups taken.

1.2.9.13. Using the server management tools provided by the Company or native tools of the server, reports shall be generated within the overall capabilities of the tools used for monitoring.

1.2.9.14. The contractor shall provide all the services to the satisfaction of the company. In case any of the services including reports etc., rendered by him requires modification/rectification by the company, carry out the required modifications as per the requirement of the company. Failure to do so within the reasonable time shall amount to breach on his part and the company shall be free to initiate action as per the terms of this contract.

1.2.9.15. It is the responsibility of the Contractor to resolve any Server, OS or Backup related problem if the on-site engineers could not resolve the problem and require a specialist help / high-end support services in resolving the problem.

1.2.9.16. The Service Provider shall provide back-up procedure and rotation policy as per our IT policy and procedure with in available backup devices.

1.3. Preventive Maintenance

1.3.1. The contractor shall undertake Preventive Maintenance activity, which shall include updating of, patches/service packs, carrying of systems diagnostic tests, taking remedial action, etc.

1.3.2.The Contractor shall provide, at least, one preventive maintenance schedule per quarter, during the maintenance period for PC's and other peripherals covered under Maintenance Contract and one preventive maintenance schedule per month, during the maintenance period for Servers, Storage Devices, Network Components (Routers and switches) covered under COMPREHENSIVE MAINTENANCE CONTRACT.

1.4. Deployment of Personnel

1.4.1.During the term of this Agreement, the substitution of key staff identified for the assignment hereunder by the Service Provider will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation of the Service Provider under this Contract. In such circumstances, the Service Provider can do so only with the concurrence of the Company by providing other staff of same level of qualifications and expertise. However, upon changing such personnel, the Contractor shall give sufficient notice to the Company in this regard before replacing such a team member.

1.4.2.If the Company is not satisfied with the substitution, the Service Provider and Company shall mutually discuss and arrive at an amicable plan for substitution. However, the Company reserves the right to insist that the Service Provider, replace any team member with another (with the qualifications and expertise as required by the Company) during the course of the Project.

1.4.3.The Contractor should deploy competent & qualified personnel for executing the contract. The personnel provided for executing the assignment should be qualified as per the requirement mentioned in this agreement. The Contractor should assign a qualified Project Manager for executing this contract and to lead the team and should be accessible at all times.

1.4.4.The Contractor should deploy the required manpower resources at the Company sites to carry out the required job and such personnel should be regular employee of the Contractor. The Contractor shall not sub-contract the contract to any organization, person, firm or its franchisee without the prior approval of the Company. If, at any time, it comes to the notice of the Company that such sub-letting has been done, the Company, at its discretion, may terminate the contract without referring the matter further to the Contractor. The Company will be at liberty to realize all the expenses it had to incur in this connection,

either by adjusting from the payments due to the Contractor or through other means.

1.4.5.The Contractor should deploy number of experienced and technical personnel as Resident Engineers at respective sites as required by the Company. Company will not be responsible for any expenses on any such employment of technical personnel or any other facilities for the above said personnel. The details of such assigned persons shall be informed to the Company in writing along with the police verification certificate. Such persons should suit the high security environment of the Company and should be persons of good conduct and character. This is also applicable for persons deputed on exigency / need basis.

1.4.6.Resident Engineers are dedicated personnel for a location responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Firewall, Routers, should also be qualified enough to do first level diagnosis and troubleshooting the problems relating to standard software such as OS, Internet Browsers, Microsoft Office, or Microsoft Exchange, Anti-virus, etc., should have formal training and experience of managing and troubleshooting the problems under environments like Windows OS, Server OS, LAN / WAN, Firewall, PCs and associated peripherals, backup / restoration using various tools, etc., should have a minimum of 3 years' experience in providing onsite technical support.

1.4.7.The Company is at liberty to interview, such personnel to verify the skills and capabilities of the persons to be deployed at the respective offices.

1.4.8.The contractor shall post the Resident Engineers to attend the execution of assignment after due verification of the antecedents of such personnel and shall provide certified introductory letters with photographs for the resident engineers deployed at BRBNMPL and this shall be addressed to the General Manager, BRBNMPL, Corporate Office, Bangalore

1.4.9.The resident engineers should be made available within the premises of the respective locations as per the Service Window. The resident engineers will report to the officer in-charge of IT section at respective locations.

1.4.10.The Service provider and the resident engineers should strictly follow the security norms, rules and regulations and other instructions inside

the press and township premises at Mysore and Salboni and the office premise at Bangalore.

1.4.11.The Contractor shall provide mobile phones to the resident engineers at their own cost, for communication at the Company's location (outside the shop floor). Mobile phones shall not be allowed inside the shop floor of presses at Mysore and Salboni.

1.4.12.All such resident engineers shall manage for themselves, shifting and installing of equipment covered under the FACILITY MANAGEMENT AND COMPREHENSIVE MAINTENANCE CONTRACT SERVICE and other allied activities.

1.4.13.The resident engineer should attend any official calls related to PC, printer and other computer related problems at the residence of our officer, School and other places as officially allotted by the Company at each of its three locations.

1.4.14.The Service provider shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970 or latest amendments, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the Service provider, BRBNMPL would have the right to reimburse itself by way of adjustment from the Service provider's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

1.4.15.Contractor shall take care of insurance coverage for its workmen/ resident engineers during the contract period in the Company. The workmen/ engineers or their legal heirs shall not be entitled to any claim from the Company under any circumstances.

1.4.16.If the Company desires replacement for any of the personnel deployed by the Contractor at any of the sites of the Company for whatsoever reason, it may give the notice of the same to the Contractor and the Contractor shall replace such personnel within two weeks to the satisfaction of the Company. Failure to do so will amount to a breach by the Contractor.

1.4.17.The Contractor has to provide the names of the persons in advance, whom they will be deploying as standby in case the resident engineer proceeding on leave. The Contractor should certify and take responsibility on the character and antecedents of the standby

engineers to be deployed for temporary replacement.

1.4.18.Service Provider's personnel shall work closely with BRBNMPL's representatives and abide by directives issued by BRBNMPL that are consistent with the terms of the agreement. Service Provider is responsible for managing the activities of its employees and to ensure that they observe the rules and regulations of the Company while at the Company premises.

1.4.19.Neither the Service Provider nor its personnel shall during the term of this contract/agreement engage in any business or professional activities which would conflict with the activities assigned to them under this agreement.

1.4.20.Nothing contained herein shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between BRBNMPL and the Service Provider's or any staff of the Service Provider's and the Service Provider will be liable to indemnify and hold harmless BRBNMPL against any such claim.

1.4.21.BRBNMPL shall not be liable to meet any costs arising from the replacement of the Service Provider's personnel who are engaged on the Contract.

1.4.22.The Service Provider are responsible for all acts and omissions of persons engaged by the Service Provider's whether or not in the course of performing the Services and for the health, safety and security of such persons and their property and the Service Provider shall indemnify and hold harmless BRBNMPL in respect of any claim (including legal costs incurred by BRBNMPL in defending such claim) made against BRBNMPL by such persons except where the loss, damage or claim arises out of the negligence of BRBNMPL or its employees.

1.4.23.Skill set requirement of the Administrator – SQL/Oracle Database.

1.4.23.1.Should have good working experience of Relational Database Management Systems Should have good working knowledge of Oracle, SQL Server, DML, Stored Procedures, UDF, and Triggers. Strong database design, implementation, data migration and management Expert level performance tuning of an SQL/Oracle environment.

1.4.23.2.Ability to fine-tune SQL statements. Should be strong in Coding and Review, have good Problem Solving and Analytical Skills.

1.4.23.3.Should have excellent communication, both written and oral and

the ability to network.

1.4.23.4.Ability to successfully handle multiple tasks while under pressure.

1.4.23.5.Installation and configuration of Oracle/SQL/other database.

1.4.24.Skill set requirement of the Administrator – Server OS

1.4.24.1.Any degree/diploma with at least two years' experience in Server OS administration as per skill set mentioned below.

1.4.24.2.Technical & Professional Competencies

1.4.24.3.Good working experience in Server Operating System environment.

1.4.24.4.File systems management (Creation, rights management)

1.4.24.5.Hardware troubleshooting & reconfiguration. (Software RAID, H/w RAID)

1.4.24.6.Strong knowledge on Veritas Clusters, Veritas File System and Veritas Net backup software is a prerequisite.

1.4.24.7.Work experience in Enterprise Backup technology.

1.4.24.8.Fine-tuning experience in Server OS.

1.5.Mode of Carrying out Services

1.5.1.For the items covered under comprehensive Maintenance Contract, the Contractor shall repair/ replace parts only at the respective location of the Company. If the fault is of serious nature and requires the support of the Repair Centre of the Contractor, thereby necessitating shifting of the equipment, the Contractor shall attend to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at Contractor's own cost. The Contractor shall be responsible for recovery of data free of cost in case of Hard Disk crash of any computer systems under the Maintenance Contract should the same be technically viable.

1.5.2.The defective hard disk shall be replaced by the contractor with equivalent or higher configuration acceptable to the company. Due to security reason, the defective hard disk shall be retained by the Company and shall not be given to the contractor. The Company may issue a replacement certificate to that effect, if in case required by the contractor for their accounting purpose.

1.5.3.Any worn-out / defective parts (except hard disk / any other item containing data) withdrawn from the equipment and replaced by the Contractor shall become property of the Contractor and the parts replacing the withdrawn part shall become the property of the Company.

1.5.4.The Contractor shall maintain minimum onsite inventory as given

Annexure – V: Onsite Inventory / Spares in this tender document. The Contractor should arrange their own tools, cleaning solution, etc. required for troubleshooting Server, PC, Printers and other hardware items during the contract period.

- 1.5.5.** The Contractor should attend any calls related to PC, printer and other computer related problems at locations wherever installed officially by the Company at all three sites.

1.6. Review Meetings

- 1.6.1.** Review meeting with the Project manager of the Contractor shall be conducted at the Company premises to discuss on any issues as and when required.

- 1.6.2.** The Project Manager and other contractor's personnel as decided / needed by the Project Manager should attend the meeting without fail as and when called by the Company.

1.7. Provision of services by the company

- 1.7.1.** The following facilities will be provided by the company to the resident engineer at all three locations.

- 1.7.2.** At Mysore: PC – 01, Shared Network Printer and Seating arrangement.

- 1.7.3.** At Salboni: PC – 01, Shared Network Printer and Seating arrangement.

- 1.7.4.** At Bangalore: PC – 01, Shared Network Printer and Seating arrangement.

- 1.7.5.** Accommodation may be provided on chargeable basis (monthly rental, electricity charges etc.) to the resident engineers of Contractor within the township of the Company (Mysore & Salboni) based on the request from the Contractor and subject to availability of quarters. The Resident Engineer shall adhere to the standard terms and conditions as set by the Company towards quarter allotment.

- 1.7.6.** The Company does not undertake to provide any accommodation for contractor's personnel to be deployed at the Bangalore office.

- 1.7.7.** The Company will also identify its designated Technical Personnel at all three locations (Bangalore, Mysore and Salboni) for co-ordination for the purposes of implementation of the various clauses of the contract / agreement.

1.8. Responsibility of the Contractor

- 1.8.1.** The Contractor shall be responsible for all damage to property and machines, etc., arising out of operations in connection with the agreement. The cost of repairing such damage may be recovered from the said security furnished by the Contractor or by deduction from the

Contractor's bill or from any other monies of the Contractor available with the Company or in any other manner. The Contractor shall also indemnify the Company against any loss or damage caused by the negligence on the part of the Contractor and in particular

1.8.2.In case of any damages caused by the Contractor to any of the hardware equipment owned by the Company, the Contractor has to bring it back to working condition by either replacing the required new spares or with brand new equipment to the entire satisfaction of the Company.

1.8.3.In case of any damages caused by the Contractor to any of the software owned by the Company, the Contractor has to bring it back to the original condition by re-installation of software to the entire satisfaction of the Company.

1.8.4.The Contractor is expected to reply to all queries / complaints that may be raised by the Company from time to time. Evasive attitude by the Contractor would subject the contract being terminated or non-renewal of further contracts with the Contractor.

2. List of IT Infrastructure at Mysore

2.1.Hardware

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
1	Computer	HP Elite 8100	CORE I3 ,2GB RAM,320GB HDD	windows7	39	02-Nov-14		
2	Computer	Lenova All in One	Core i3, 2 GB RAM,500 GB HDD,	windows7	12	30-Mar-15		
3	Computer	HP 3330	Core i3, 4 GB RAM,500 GB HDD,	windows 8	24	02-Apr-14		
4	Computer	Lenova i5	Core i5, 4 GB RAM,500 GB HDD,	windows 8.1	5	13-Nov-14		
5	Computer	Lenova AIO i5	Core i5, 4 GB RAM,500 GB HDD,	windows 8.1	5	13-Nov-14		
6	Server	HP DL 580 G7	Intel Xeon E7520 dual processor; 16 GB RAM	Vmware ESXi; Windows Server 2008 R2; Microsoft Hyper-V	2	18-May-14		
7	Server	HP ML350P	Intel xeon CPU E5-2630, 16GB RAM,	Windows Server 2012 Stdn	01	02-May-17		
8	Computer	Lenovo Core i5	Core i5, 4 GB RAM,500 GB HDD	windows 8.1	33	02-May-17		

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
9	Computer	Lenova AIO Core i5	Core i5, 4 GB RAM,500 GB HDD	windows 8.1	3	02-May-17		
10	Computer	HP Core i5	Core i5, 4 GB RAM,500 GB HDD	windows 8.1	17	02-May-17		
11	Computer	Dell AIO Core i5	Core i5, 4 GB RAM,500 GB HDD	windows 8.1	3	02-May-17		
12	Computer	Dell Optiplex Core i7	Core i7, 4 GB RAM,500 GB HDD	windows 8.1	1	Under Warranty Till 09-02-2019		
13	Computer	Dell AIO Core i5	Core i5, 4 GB RAM,500 GB HDD	windows 8.1	15	Under Warranty Till 30-05-2019		
14	Computer	Millennium	Core i7, 4GB RAM 500 GB HDD	Windows 10	40	Under Warranty Till 05-12-2018		
15	Computer	Dell Core i7	Core i7, 4 GB RAM,500 GB HDD	windows 8.1	15	Under Warranty Till 30-05-2019		
16	NAS Storage	QNAP TS 853	V4.2.2		1	01/02/2017		Under Warranty Till date 18-01-2022
17	Fortinet Firewall	Fortigate 300D	V5.4.1, build1064(GA)	FortiOS/Firmware	2	31/01/2017		Under AMC for 5 yrs till date 11-12-2021
18	Fortinet Firewall	Fortianalyser 200D	V5.4.1, build1064(GA)	FortiOS/Firmware	1	31/01/2017		
19	Core Switch	Cisco Nexus 5672UP 1RU (New)	V7.1(0), N1(1b)		2	04/10/2017		Under AMC for 5 yrs till date 04-10-2022
20	Form Switch	Cisco Nexus3172-T	V7.0(3), I2(2b)		2	04/10/2017		
21	WorkGroup Switch	Cisco Catalyst 2960 (48Port-06 Nos., 24port-08Nos., 8 Port-04Nos.)	V15.2(2)E5		18	04/10/2017		
22	Load Balancer	Radware Link Proof 108 (New)		APSOLUTEOS	1	04/10/2017		Yet to Implement. FM charges starts after FAC Under 5 yrs AMC

2.2. Software

Sl. No.	Item Description	Make and Ref No.	Version and License Details	Number of License	Qty	Valid support upto	Remarks
1	AntiVirus	Symantec	Enterprise Edition 10 and 11.2 For Server & Clients	for windows & solaris	300	29-09-2018	
2	VM Ware	VM Ware	VM Ware				
3	Security	GFI Languard	N/A	windows	200	29-12-2020	
4	Database	MS Access, SQL Server , MySQL	MS Access 2003,2010,2016, SQL Server 2012, MySql		3		
5	Active directory	Win server 2008 r2	Win 2008 r2	Windows	2		

3. List of IT Infrastructure at Salboni

3.1. Hardware

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
1	Computer	HCL BL 1280	Pentium Core 2 Duo, 2.66 GHz, 1GB DDR2 RAM, 160GB HDD	Windows® 7 Professional 32 bit & Windows® Xp professional 32 bit	28	28/01/2009	NA	
2	Computer	HP Elite 8100 i3	Intel® Core™ i3 550, 3.20 GHz, 2GB DDR3, 300GB HDD	Windows® 7 Professional 32 bit	55	29/03/2011	NA	
3	Computer	HP 8300 MT i5	Intel® Core™ i5 3470, 3.20 GHz, 2GB DDR3, 500GB HDD	Windows® 7 Professional 32 bit	61	04/04/2013	NA	
4	Computer	HP Pro 3330MT	Intel Pentium D-2.8Ghz, 500GB	Windows® 7 Professional 32 bit	1	29/06/2013	NA	
5	Computer	HP Pro 3330MT i3	Intel Core i3 550, 3.4 Gz, 2GB, DDR3 RAM, 500GB HDD	Windows® 7 Professional 32 bit	1	18/09/2014	NA	
6	Computer	HP Pavilion 110 400 IL	Intel Pentium® CPU J2900, 2.41 GHz, 2GB DDR3 RAM, 500GB HDD	Windows® 7 Professional 32 bit (Upgrade from XP)	2	04/12/2014	03/12/2017	
7	Computer	HP Pro One 400 G1 AIO i3	Intel Core i3 - 3.02Ghz, 500 GB HDD, 4 GB RAM	Windows® 8.1 , Professional 64 bit	13	26/03/2016	25/03/2019	Under 3 yrs Warranty. Under FM From March 2016
8	Computer	HP 406 G1 MT i5	Intel Core i5 - 3.02Ghz, 500 GB HDD, 4 GB RAM	Windows® 8.1 , Professional 64 bit	24	28/10/2015	06/10/2018	Under 3 yrs Warranty. Under FM From Nov2015
9	Computer	Acer Veriton IE4085 (Pentium D)	Intel Pentium®4700	Windows 10 64bit Pro.	2	12/02/2018	11/02/2021	Under 3 yrs Warranty. Under FM From Feb 2018
10	Computer	Acer Veriton IE4085 (Pentium D)	Intel Pentium®4700	Windows 10 64bit Pro.	2	12/02/2018	11/02/2021	
11	Computer	Acer Veriton IC 6542 i3	Intel Core i3	Windows 10 64bit Pro.	1	12/02/2018	11/02/2021	
12	NAS	Dell Power Edge R530	Intel Xeon 3GHz, 8GB, 12TB 600GB	Windows 2012R2 E	1	06/04/2016	05/04/2017	
13	Server	HP ProLiant ML 350 G6	Intel Xeon Quad Core , 8 GB, 900Gb HATSAS	Windows 2008 R2 E	1	03/05/2011	20/06/2014	
14	Server (KV)	HCL Infiniti Global Line 1700 AH	Intel Xeon 3040 Dual Core 1.60GHz. , 2GB, 80GB X2 SATA	Windows 2003 Enterprise Server	1	14/06/2008	NA	
15	Server	HP/ML 350p Gen8 Server	Intel Xeon -E5-2609 V2, 2.5GHz., 16GB, 1800GB SAS	Windows 2012R2 E	2	05/07/2016	04/07/2019	Under 3 yrs Warranty. Under FM From May 2017
16	Switch	Core Switch	Cisco Nexus 5672UP 1RU, 32x10G SFP+, 16pXUP SFP+, 6x40G QSFP+ with accessories (New)		2	02.12.2017	01.12.2022	Under 5 yrs AMC
17	Switch	Form Switch	Cisco Nexus3172-T, 32x10G Base-T and 6 QSFP+ Ports with accessories		2	02.12.2017	01.12.2022	Under 5 yrs AMC

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
18	Switch	WorkGroup Switch	Cisco Catalyst 2960-XR , 48 GigE,2x10GSFP+,IP Lite with Accessories		4	02.12.2017	01.12.2022	Under 5 yrs AMC
19	Switch	WorkGroup Switch	Cisco Catalyst 2960-XR 24 GigE,2x10GSFP+,IP Lite with Accessories(New)		9	02.12.2017	01.12.2022	Under 5 yrs AMC
20	Switch	WorkGroup Switch	Cisco Catalyst 2960-CX 8 , Port Data Lan Base with Accessories		4	02.12.2017	01.12.2022	Under 5 yrs AMC
21	Firewall	Fortigate 200D (New)	Fortigate 200D (New)	Firmware	2	12.12.2016	11.12.2021	Under 5 yrs AMC
22	Firewall Analyzer	Fotianalyzer 200D (New)	Fotianalyzer 200D (New)	Firmware	1	12.12.2016	11.12.2021	Under 5 yrs AMC
23	Load Balancer	Radware Link Proof 108 (New)	Radware Link Proof 108 (New)	APSOLUTEOS	1	N/A	NA	Yet to Implement. FM charges starts after FAC Under 5 yrs AMC

3.2. Software

Sl. No.	Item Description	Make and Ref No.	Version and License Details	Number of License	Qty	Valid support upto	Remarks
1	AntiVirus	Symantec	Enterprise Edition 10 and 11.2 For Server & Clients	175		19.11.2018	
2	Security	GFI Languard	Full product license	250		02.01.2019	

4. List of IT Infrastructure at Bangalore

4.1. Hardware

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
1	Computer	HP Dx 6120	P4 3.0 Ghz x 2	Win 7	6	28-Mar-06		
2	Computer	HCL Busybee	P4 2.2 Ghz	Win 7	1	28-Mar-06		
3	Computer	HP Dx 2280	Dual Core 1.6 Ghz	Win 7	4	20-Dec-07		
4	Computer	HP DC 7800P	Intel Core 2 Duo 3 GHz	Win 7	1	25-Sep-08		
5	Computer	HP Dx 2480	Intel Core 2 Duo 2.8GHz	Win 7	2	14-Mar-09		
6	Computer	HP P3090	Intel Core 2 Duo 2.93 Ghz	Win 7	3	26-Mar-10		
7	Computer	HP Elite 8100	Intel Core i3 3.24 GHz	Win 7	9	10-Feb-11		
8	Computer	HP Elite 8300	Intel Core i5 3.2 GHz	Win 8	21	15-Apr-14		
9	Computer	HP Elite Desk 800	Intel Core i5 3.2 GHz	Win 8.1	4	24-Nov-14		
10	Laptop	HP probook 430 G2	Intel Core i5-4210U 2.40GHz	Win 8.1	1	19-Dec-14		
11	Server	HP Proliant ML-350	Intel Xenon E5504 2 Ghz	Win 2008	2	01-Aug-11		
12	Server	HP Proliant ML-350	Intel Xenon 2.33 GHz	Win 2008	1	23-Jan-09		

Sl. No.	Item Description	Make and Model No.	Configuration / Version or License Details	Details of OS and Software used	Qty	Installation Date	License Renewal / support valid upto	Remarks
13	Computer	HP 406G1	Intel Core i5 3.2 GHz	Win 8.1 Prof	17	28-Apr-15		
14	Switch	Cisco WS-C3850-24T	16.3.5b	cat3k caa-universalk9.I6.03.05b.S PA	2	02-Nov-17	2022	Under AMC
15	Switch	Cisco WS-C2960XR-48TS-I	15.2(2)E7	c2960x-universalk9-mz.I52-2.E7	2	02-Nov-17	2022	Under AMC
16	Switch	Cisco WS-C2960XR-24TS-I	15.2(2)E7	c2960x-universalk9-mz.I52-2.E7	1	02-Nov-17	2022	Under AMC
17	Switch	Cisco WS-C2960CX-8TC-L	15.2(2)E7	c2960x-universalk9-mz.I52-2.E7	4	02-Nov-17	2022	Under AMC
18	Fortinet Firewall	Fortigate 200D	v5.6.3 build 1547 (GA)	FortiOS/Firmware	2	23-Nov-16	2021	Under AMC
19	Fortinet Firewall	Fortianalyser 200D	v5.6.2 build 1631 180124 (GA)	FortiOS/Firmware	1	23-Nov-16	2021	Under AMC
20	Load Balancer	Radware Link Proof 108 (New)	6.13	APSOLUTEOS 10.31-08.04b:2.06.10	1	--	--	Yet to Implement. FM charges starts after FAC

4.2. Software

Sl. No.	Item Description	Make and Ref No.	Version and License Details	Number of License	Qty	Valid support upto	Remarks
1	Antivirus	Symantec	Enterprise Edition FAR12.2012 and 12.01.4023:4080 For Server & Clients	50			
2	Security	GFI Languard	GFI 2015 11.4	50			

We understood the Technical requirement and scope of work. We shall comply and hereby undertake to execute the assignment as per the requirement of agreement.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section VIII: Quality Control Requirements

(To be signed, stamped and submitted along with Techno-commercial Bid Part –I)

This includes quality control touch-points across Facility Management Service and methodology, change management methodology, Maintenance and support agreement and conflict resolution work-streams across the activities as mentioned in GCC and Technical Specification sections of this tender document.

Section IX: Qualification / Eligibility Criteria

(To be signed, stamped and submitted along with Technical Bid Part –I)

Sl. No	Item Categories	Qualification Criteria	Compliance (Yes / No)	Deviation, if any	Supporting Documents
1	Company Profile	The bidder should be a registered company incorporated in India, registered under Company Act 1956.			Copy of Company Registration Certificate
2	Experience, Service Responsibilities and Capabilities	As on date of issue of this tender, the bidder should have minimum three years of experience in providing Facility Management (or) AMC of IT infrastructure. They should have executed a minimum of three *similar projects each with minimum order value of INR 1.32 Crore or minimum of Two above *similar projects each with minimum order value of INR 1.65 Crores or minimum of One *similar project each with minimum order value of INR 2.64 Crore over the past seven years.			Copies of PO indicating value of the project, client name, project location, project period and certificate from client indicating satisfactory execution of services.
		The Company should have a fully functional service centre and qualified engineers to provide quality service support.			Attach details of vendor offices along with name, address and contact details.
		Vendor should have appropriate support relationship (channel partner, service partner, etc.) with OEMs for the items covered under this agreement as to ensure that priority support level from OEM will be available to vendor for problem resolution. These arrangements should be from ORACLE, Microsoft, HP (This includes Compaq as well), IBM, Fortinet, Symantec, in our case.			Vendors must produce documentary evidence towards these arrangements.
3	Financial Standing	Average Annual Turnover of the Bidder firm during last three years should be more than INR 99 Lakhs			Audited balance sheet, Profit and Loss statement (last three years)
		Bidder Firm should not have suffered any financial loss for more than one year during the last three years			
		The net worth of the firm should not have eroded by more than 30% in the last three years.			

*Similar Projects means experience in providing Facility Management (or) AMC of IT infrastructure.

- The bidder firm should submit a copy of comprehensive audited balance sheet and profit & loss account statement for the last three years.
- All experience, past performance and capacity/capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done.
- All financial standing data should be certified by certified accountant's e.g.

Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries.

4. Bidder to furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer. Attested documentary evidence to be provided to support the claims.

We understand the Qualification and Eligibility criteria. We shall comply and hereby undertake to execute the assignment as per the requirements of agreement. We undertake that we shall provide further information to BRBNMPL in support of our claims, if required.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section X: Tender Form

(To be filled, signed, stamped and submitted along with Technical Bid Part –I)

Date

To

BHARATIYA RESERVE BANK NOTE MUDRAN PVT LTD.,

Registered and Corporate Office,

No.3 & 4, Ist Stage, Ist Phase,

BTM Layout, Bannerghatta Road,

Bangalore – 560 029

Ref: Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No, dated (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (description of goods and services) in conformity with your above referred document at a cost as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form as specified in **Section-XV** of the tender documents in terms of GCC clause 6, read with modification, if any, in **Section-V**, "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to **120 days** from the closing date of receipt of tender, as required in the **GIT clause 19**, read with modification, if any in **Section-III**, "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section XI: Price Schedule*(To be filled, signed, stamped and submitted as Financial Bid Part –II)*

Date:

From

Company Name,
Address.
City
Pin code
Phone:

To

The Managing Director,
BRBNMPL, Corporate Office,
Bangalore – 560 029.

Dear Sir,

Sub: Price bid for Facility Management and Comprehensive Maintenance Contract Services

Ref: Tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018

We have received your tender enquiry cited and we are pleased to enclose the following as our commercial bid for your kind consideration.

1. Support cost for IT Infrastructure at Mysore

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Comprehensive Maintenance Charges per unit in INR per annum	Total Comprehensive Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5 * 6)	8	9 (5 * 8)	10 (7 + 9)
1	Computer	HP Elite 8100	S2	39		0		0	0
2	Computer	Lenova All in One	S2	12		0		0	0
3	Computer	HP 3330	S2	24		0		0	0
4	Computer	Lenova i5	S2	5		0		0	0
5	Computer	Lenova AIO i5	S2	5		0		0	0
6	Server	HP DL 580 G7	S1	2		0		0	0
7	Computer	Lenova Core i5	S2	33		0		0	0
8	Computer	Lenova AIO Core i5	S2	3		0		0	0
9	Computer	HP Core i5	S2	17		0		0	0
10	Computer	Dell AIO Core i5	S2	3		0		0	0
11	Computer	Dell Optiplex Core i7	S2	1		0		0	0
12	Server	HP ML350P	S1	1		0		0	0
13	Computer	Dell AIO Core i5	S2	15		0		0	0
14	Computer	Dell core i7	S2	15		0		0	0
15	NAS Storage	QNAP TS 853	S1	1		0		0	0

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Maintenance Charges per unit in INR per annum	Total Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5 * 6)	8	9 (5 * 8)	10 (7 + 9)
16	Fortinet Firewall	Fortigate 300D	S1	2		0		0	0
17	Fortinet Firewall	Fortianalyser 200D	S1	1		0		0	0
18	Core Switch	Cisco Nexus 5672UP 1RU (New)	S1	2		0		0	0
19	Form Switch	Cisco Nexus3172-TQ, (New)	S1	2		0		0	0
20	WorkGroup Switch	Cisco Catalyst 2960 (48Port-06 Nos., 24port-08Nos., 8 Port-04Nos.)	S1	18		0		0	0
21	Load Balancer	Radware Link Proof 108 (New)	S1	1		0		0	0
22	Computer	Millenium MT i7	S2	40		0		0	0
	Grand Total (Mysore)					0		0	0

2. Support cost for IT Infrastructure at Salboni

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Maintenance Charges per unit in INR per annum	Total Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5*6)	8	9 (5*8)	10 (7 + 9)
1	Computer	HCL BL 1280	S2	28		0		0	0
2	Computer	HP Elite 8100 i3	S2	55		0		0	0
3	Computer	HP 8300 MT i5	S2	61		0		0	0
4	Computer	HP Pro 3330MT i3	S2	1		0		0	0
5	Computer	HP Pro 3330MT i3	S2	1		0		0	0
6	Computer	HP Pavilion 110 400IL i3	S2	2		0		0	0
8	Computer	HP Pro One 400 G1 AIO i3	S2	13		0		0	0
9	Computer	HP 406 G1 MT i5	S2	24		0		0	0
10	Computer	Acer Veriton IE4085 (Pentium D)	S2	2		0		0	0
11	Computer	Acer Veriton IE4085 (Core 2 Duo)	S2	2		0		0	0
12	Computer	Acer Veriton IC 6542 i3	S2	1		0		0	0
13	NAS	Dell Power Edge R530	S1	1		0		0	0
14	Server	HP ProLiant ML 350 G6	S1	1		0		0	0

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Maintenance Charges per unit in INR per annum	Total Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5*6)	8	9 (5*8)	10 (7 + 9)
15	Server (KV)	HCL Infiniti Global Line 1700 AH	S1	1		0		0	0
16	Server	HP/ML 350p Gen8 Server	S1	2		0		0	0
17	Firewall	Fortigate 200D (New)	S1	2		0		0	0
18	Firewall Analyzer	Fotianalyzer 200D (New)	S1	1		0		0	0
19	Load Balancer	Radware Link Proof 108 (New)	S1	1		0		0	0
20	Core Switch	Cisco Nexus 5672UP 1RU (New)	S1	2		0		0	0
21	Form Switch	Cisco Nexus3172-T, 32X 10GBAE (New)	S1	2		0		0	0
22	WorkGroup Switch	Cisco Catalyst 2960-XR 48 (New)	S1	4		0		0	0
23	WorkGroup Switch	Cisco Catalyst 2960-XR 24 (New)	S1	9		0		0	0
24	WorkGroup Switch	Cisco Catalyst 2960-CX 8 (New)	S1	4		0		0	0
Grand Total (SALBONI)						0		0	0

3. Support cost for IT Infrastructure at Bangalore

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Maintenance Charges per unit in INR per annum	Total Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5 * 6)	8	9 (5 * 8)	10 (7 + 9)
1	Computer	HP Dx 6120	S2	6		0		0	0
2	Computer	HCL Busybee	S2	1		0		0	0
3	Computer	HP Dx 2280	S2	4		0		0	0
4	Computer	HP DC 7800P	S2	1		0		0	0
5	Computer	HP Dx 2480	S2	2		0		0	0
6	Computer	HP P3090	S2	3		0		0	0
7	Computer	HP Elite 8100	S2	9		0		0	0
8	Computer	HP Elite 8300	S2	21		0		0	0
9	Computer	HP Elite Desk 800	S2	4		0		0	0
10	Laptop	HP probook 430 G2	S2	1		0		0	0

Sl. No.	Item Description	Make and Model No.	Severity Level	Qty	Maintenance Charges per unit in INR per annum	Total Maintenance Amount in INR per annum	FM Charges per unit in INR per annum	Total FM Amount in INR per annum	Grand Total in INR per annum
1	2	3	4	5	6	7 (5 * 6)	8	9 (5 * 8)	10 (7 + 9)
11	Server	HP Proliant ML-350	S1	2		0		0	0
12	Server	HP Proliant ML-350	S1	1		0		0	0
13	Fortinet Firewall	Fortigate 200D	S1	2		0		0	0
14	Fortinet Firewall	Fortianalyser 200D	S1	1		0		0	0
16	Computer	HP 406G1	S2	17		0		0	0
17	WorkGroup Switch	Cisco Catalyst 3850	S1	2		0		0	0
18	WorkGroup Switch	Cisco Catalyst 2960 (48Port- 02 Nos. 24Port-01 No. 08Port-02 Nos.)	S1	5		0		0	0
19	Load Balancer	Radware Link Proof 108 (New)	S1	1		0		0	0
Grand Total (Bangalore)						0		0	0

SUMMARY		
Sl. No.	Description	Total Amount in INR Per annum
1	Mysore Office	
2	Salboni Office	
3	Bangalore Office	
4	Sub Total	
5	GST (---%)	
Grand Total		
In Words (Rupees Only)		

- Each column should be filled compulsorily. All prices should be quoted in INR.
- Price should be quoted exactly as per the format given above. Price bids with conditions / Counter conditions are liable for rejection. The rate should include travel, boarding etc.,
- L1 price will be arrived at based on Total Cost to the Company (inclusive of Taxes, Charges, etc.).
- The amount quoted against each line item shall be labour and materials cost GST as applicable shall be quoted in summary table.
- In case of any variation (upward or down ward) in GST, shall be paid by BRBNMPL at actual subject submission of documentary evidence,
- Machines currently under warranty will be included in this maintenance contract on expiry of warranty period and machine under this maintenance contract that is replaced during the contract period will be withdrawn from this FM and maintenance contract.

7. Any additions to / withdrawal from the pool of the hardware / software indicated in Schedule – A would involve proportionate increase or decrease in the charges indicated above.
8. Any major additions in the service deliverables due to any increase in the IT infrastructure, as a part of the expansion / up gradation plan (new items for which the charges are not available as per schedule – A) will be discussed in the future and can be incorporated at mutually agreeable terms.
9. Rates indicated are for the entire period of the contract and covers the price of all services to be provided as per the terms and conditions of the tender document and agreement.
10. Where there is a discrepancy between the amounts in figure and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will govern.

We confirm that the price quoted will be valid till the completion of the contract period.

Thanking you,

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section XII: Questionnaire

(To be signed, stamped and submitted along with Techno-commercial Bid Part –I)

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark "Not Applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question / issues, its tender will be liable to be ignored.

Sl. No.	Query	Bidder's Response
1	Brief description and of goods and services offered	
2	Offer is valid for 120 days	
3	Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)	
4	Status:	
4a	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	
4b	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.)	
5	Please indicate name & full address of your Banker(s)	
6	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Department of Government of India or by any State Govt.	
7	Whether Technical & Financial Bid is kept in two separate sealed cover with clear superscription on the envelope and these two covers are put in a big cover marking Tender details?	
8	Whether required EMD & cost of tender documents is submitted along with the technical bid.	
9	We, (name of the company) confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions. We also confirm that we have submitted the financial bid separately as Part II in prescribed format (Schedule XI – Price Schedule).	
10	Address of your offices at Bangalore and Kolkata with contact person name, telephone numbers, fax, email-d and mobile numbers	
11	URL of your website	
12	Name, designation, contact numbers and email-id of the person authorized to make commitments to BRBNMPL with respect to this tender	
13	Did you enclose satisfactory service and support certificate from your existing clients?	
14	Whether required letter authorizing the representatives to attend the bid opening is submitted along with the technical bid	
15	Did you enclose necessary PO / WO copies in support of experience?	

Sl. No.	Query	Bidder's Response
16	Did you attach last three years Annual report of the company in support of your financial standings?	
17	If BRBNMPL finds necessary, the successful bidder shall be required to enter into a contract (Purchase agreement / Service Level Agreement) with BRBNMPL. At the time of execution of the form of contract / agreement containing the terms and conditions necessary for the due performance of the work in accordance with the terms and conditions of the tender / bid will be signed, which will be prerequisite for payment release. Failure of the bidder to comply with the above requirement will result in the annulment of the award.	

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Section XIII: Bank Guarantee Form for EMD
(PM/SBD/003)

(To be signed, stamped and submitted along with Technical Bid Part –I)

Not applicable to this tender

**Section XIV: Manufacturer's Authorization Form
(PM/SBD/004)**

(To be signed by OEM on letterhead, stamped & submitted along with Technical Bid Part –I)

To

The Managing Director
BRBNMPL, Corporate Office,
Bangalore – 560 029

Dear Sir,

Sub: Letter of Authority

We (OEM), who are proven and reputed manufacturers of (name and description of the goods offered in the tender) having factories at, have been approached by M/s (name and address of the bidder) in connection with your tender No. NT/FM/CO/01/93.01.01/2018-19 dated 26/05/2018.

We confirm having offered to them the software/ hardware in line with your requirement.

Our offer to them is for the following software/hardware for which we are the OEM and having back to back support agreement with the bidder.

1. _____
2. _____
3. _____
4. _____
5. _____

The authorized agency would independently support and service the above mentioned software / hardware during the contract period.

(Authorized Signatory)

For

(Name and Address of Manufacturer)

Place:

Date:

(Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer)

Section XV: Bank Guarantee Form for Performance Security (PM/SBD/005)

(To be signed, stamped and submitted along with Technical Bid Part –I)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions. ***Signed as used herein shall mean signed by authorized person of the bidder under the seal of the bidder.***

(Offer submitted without the signed copies of this Section will be summarily rejected)

Section XVI: Contract Form (PM/SBD/006)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions.

(Not to submit - Only for information)

Section XVII: Letter of Authority for Attending Bid Opening (PM/SBD/007)

(To be signed, stamped and submitted along with Technical Bid Part –I)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions. ***Signed as used herein shall mean signed by authorized person of the bidder under the seal of the bidder.***

(Offer submitted without the signed copies of this Section will be summarily rejected)

Section XVIII: Shipping Arrangement for Liner Cargoes
(PM/SBD/008)

(To be signed, stamped and submitted along with Technical Bid Part –I)

Not applicable to this tender

Section XIX: Proforma of Bills for Payments (PM/SBD/009)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Techno-Commercial Bid –Part I** as acceptance of terms & conditions.

(Not to submit - Only for information)

**Section XX: Pre Contract Integrity Pact
(PM/SBD/010)**

(To be signed, stamped and submitted along with Technical Bid Part –I)

This Section shall be downloaded from the website www.brbnmpl.co.in under the header tab “**Downloads**”, signed, stamped and to be submitted along with the **Technical Bid –Part I** as acceptance of terms & conditions. ***Signed as used herein shall mean signed by authorized person of the bidder under the seal of the bidder.***

(Offer submitted without the signed copies of this Section will be summarily rejected)

Annexure – I: Track record of projects of similar size and complexity handled

(To be filled, Signed, stamped and submitted along with Pre-qualification Bid Part –I)

The Bidder should provide information on their respective organizations in order that an assessment can be made of the Bidder's ability to foster a long-term relationship and commitment to BRBNMPL. Give details about the following in projects of similar nature and complexity – a minimum two projects (completed or in progress in India during last five years)

Bidders are requested to supply information in the prescribed format as per the table below.

#	ITEM	RESPONSE
Company Profile		
	Company Name	
	Company Address	
	Company Web Page	
	Main Services	
	Ownership structure with ownership status in percentage	
	Structure of parent company, joint venture, subsidiaries, partnerships or other relevant relations	
	Year of establishment	
	Company location(s)	
Point of Contact		
	Contact person responsible for answering this Tender	
	Contact information (include address, contact numbers, email address, web site address)	
Work Force and Performance		
	Total number of headcount	
	Facility Management Service experienced Headcount	
	Maintenance Support Service experienced Headcount	
	OS, Network experienced Headcount	
	DB Support experienced Headcount	
Financial Reliability		
	Last 3 Years Turnover with break-up in Services, Facility Management, Maintenance Contract Services	
	Last 3 Years Profit with break-up in Services, Facility Management, Maintenance Contract Services	
Experience		
	Mention whether your Company has experience in Facility Management and Maintenance Support Services Please Mention 3 Relevant Client References: <ul style="list-style-type: none"> • The client name and reference • Country of operation • Description of the project • Type of service(s) delivered • Project Award Letter from the Client • Project Size and Cost • Year(s) when the project was conducted • Year when the project was delivered • Number of Client Staff 	

#	ITEM	RESPONSE
	<ul style="list-style-type: none"> Client's Contact Person Details (Include the contact information of individual(s) working in the Client's institution, with which BRBNMPL can discuss the details of the Bidder's Services). 	
	As per the scope of requirements section in the Tender; list the number of projects delivered by type of service	
Meeting BRBNMPL's Requirements		
	Conditions that's listed in the Tender that cannot be met (if any)	
Services and Deliverables		
	Description of Services that are already delivered to clients today, and can be compared to what is requested in the Tender	
	Reference of clients that availed similar Services (include names of clients and their contact information)	
Please attach copy of Client Satisfactory Certificate issued by the client organization with reference to the above project.		
Please attach copy of RFP document prepared for this client towards for the above job (in support of experience)		

Declaration/Documentary proofs are enclosed to substantiate the claims made.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Annexure – II: Proposed Team Profile

(To be filled, Signed, stamped and submitted along with Pre-qualification Bid Part –I)

Sl. No.	Name of the proposed project manager / Team leaders / proposed team members	Professional qualifications	Certification / Accreditations	IT Infrastructure Handling Expertise	DB Expertise	OS, Networking Expertise	Number of similar assignments

Declaration/Documentary proofs are to be enclosed to substantiate the claims made.

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Annexure – III: Master Agreement

(To be filled, Signed, stamped and submitted along with Pre-qualification Bid Part –I)

Agreement Annexure as follows

SECTION – I: DEFINITIONS	
SECTION – II: TERMS OF THE CONTRACT	
SECTION – III: FEE AND PAYMENTS TERMS	
1. OVERALL COST OUTLAY	
2. PAYMENT TERMS	
SECTION – IV: LIMITATION OF LIABILITY	
SECTION – V: CONFIDENTIALITY	
SECTION – VI: TERM AND TERMINATION	
SECTION – VII: DOCUMENTS FORMING PART OF THIS AGREEMENT	
SCHEDULE – I: SCOPE OF WORK.....	
1. COMPREHENSIVE MAINTENANCE AND SUPPORT	
2. FACILITY MANAGEMENT SERVICES	
2.1. HELP DESK SERVICES	
2.2. DESKTOP MANAGEMENT SERVICES	
2.3. SERVER SUPPORT	
2.4. CONSUMABLE MANAGEMENT	
2.5. EMAIL MANAGEMENT	
2.6. SERVICE PROVIDER MANAGEMENT SERVICES.....	
2.7. NETWORK MANAGEMENT SERVICES.....	
2.8. DATABASE ADMINISTRATION SERVICES	
2.9. STORAGE AND BACKUP MANAGEMENT SERVICES	
3. PREVENTIVE MAINTENANCE	
4. DEPLOYMENT OF PERSONNEL	
5. MODE OF CARRYING OUT SERVICES	
6. REVIEW MEETINGS.....	
7. PROVISION OF SERVICES BY THE COMPANY	
8. RESPONSIBILITY OF THE CONTRACTOR	
SCHEDULE – II: SERVICE LEVEL AGREEMENT	
1. SEVERITY LEVELS.....	
2. LIQUIDATED DAMAGES / PENALTY.....	
3. ILLUSTRATION ON LD CALCULATION	
SCHEDULE – III: IT INFRASTRUCTURE AND COST OUTLAY	
1. SUPPORT COST FOR IT INFRASTRUCTURE AT MYSORE.....	
2. SUPPORT COST FOR IT INFRASTRUCTURE AT SALBONI	
3. SUPPORT COST FOR IT INFRASTRUCTURE AT BANGALORE	
SCHEDULE – IV: ONSITE INVENTORY / SPARES.....	

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Annexure – IV: Current technical architecture overview

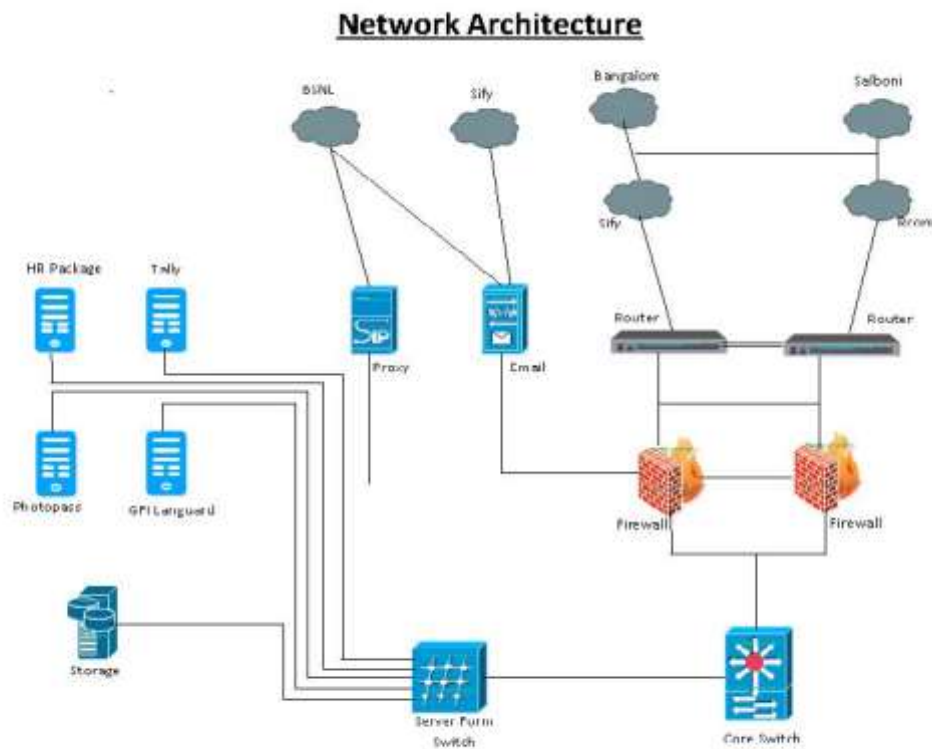


Figure1:Current Technical Architecture

Annexure – V: Onsite Inventory / Spares

The Contractor shall maintain the following minimum On-Site Inventory / spares at all the sites.

Mysore Office:

Sl. No.	Item Description	Qty
1	Branded PC under working condition with the following minimum configuration; Core i5, 2.3GHz, 2 GB RAM, 1TB HDD, 17" LED monitor, Standard Keyboard and mouse	2 Nos.
2	Branded DeskJet Color Printer under working condition	2 Nos.
3	Branded LaserJet Printer under working condition	1 No.
4	Branded Computer Color 17" LED Monitor working condition	1 No.
5	Branded Computer Hard Disk Drive of minimum 1TB capacity under working condition	3 Nos.
6	Branded Computer Keyboard and Mouse under working condition	2 Nos.
7	Compatible Computer spares like HDD, SMPS etc.,	2 Nos.
8	All necessary spares in respect of Server, Storage Devices and Network Component Spares to meet the uptime commitment.	

Salboni Office:

Sl. No.	Item Description	Qty
1	Branded PC under working condition with the following minimum configuration; Core i5, 2.3GHz, 2 GB RAM, 1TB HDD, 17" LED monitor, Standard Keyboard and mouse	2 Nos.
2	Branded DeskJet Color Printer under working condition	2 Nos.
3	Branded LaserJet Printer under working condition	1 No.
4	Branded Computer Color 17" LED Monitor working condition	1 No.
5	Branded Computer Hard Disk Drive of minimum 1TB capacity under working condition	3 Nos.
6	Branded Computer Keyboard and Mouse under working condition	2 Nos.
7	Compatible Computer spares like HDD, SMPS etc.,	2 Nos.
8	All necessary spares in respect of Server, Storage Devices and Network Component Spares to meet the uptime commitment.	

Bangalore Office:

Sl. No.	Item Description	Qty
1	Branded PC under working condition with the following minimum configuration; Core i5, 2.3GHz, 2 GB RAM, 1TB HDD, 17" LED monitor, Standard Keyboard and mouse	2 Nos.
2	Branded DeskJet Color Printer under working condition	2 Nos.
3	Branded LaserJet Printer under working condition	1 No.
4	Branded Computer Color 17" LED Monitor working condition	1 No.
5	Branded Computer Hard Disk Drive of minimum 1TB capacity under working condition	3 Nos.
6	Branded Computer Keyboard and Mouse under working condition	2 Nos.
7	Compatible Computer spares like HDD, SMPS etc.,	2 Nos.
8	All necessary spares in respect of Server, Storage Devices and Network Component Spares to meet the uptime commitment.	

Dated this day of2018

Duly authorized to sign the Proposal for and on behalf of

Name:

Signature:

In the capacity of:

(Affix Company Seal)

Annexure – VI : Confidentiality Statement

“The information, which is contained in this document will not, in whole or in part be reproduced, transferred to other documents/electronic media or disclosed to others without written consent of BRBNMPL”. Bidder shall also undertake to maintain secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Yours faithfully,

()

Seal

Name

Signature of Bidder with date

Declaration

We confirm that that our firm is not been in the list of firms blacklisted by BRBNMPL / Government of India.

Yours faithfully,

()

Seal

Name

Signature of Bidder with date

Annexure-VII : NATIONAL ELECTRONIC FUND TRANSFER MANDATE FORM

1	Customers Name	
	Customers Complete Address	
	Customers Telephone & Fax No.	
	Customers E-mail Address	
2	Particulars of Bank Account	
	Name of Bank	
	Branch Name	
	Address of Branch	
	Telephone No. of Branch	
	MICR code number of Bank Branch	
	Type of Account (S.B./ Current/ C.C)	
	ACCOUNT NUMBER	
	RTGS / IFS Code No.	
(In lieu of bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your Bank Pass book issued by your bank for verification of the above particulars)		
3	Date of Effect	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible.

Date:

(.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

(.....)

Date:

Signature of the authorized official

of the Bank

**Annexure-VIII : (Authorization form for encashment of
Fixed Deposit)**

(To be submitted to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd. Salboni in
Original)

[Please refer EMD clause]

To

The Branch Manager

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

Ref: Fixed Deposit Receipt No....., Dated:.....for Rs.

..... as EMD.

I/We, (name of the bidder as
appearing in FD) unconditionally authorize you to encash the above referred Fd and
pay the amount to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Salboni if it is
requested by them, without seeking our further advice whatsoever in this regard.

Thanking you,

Yours faithfully,

.....

(Authorized signature with stamp)

Name :

Designation :

Contact No.

Date :

Place :

Cc : Branch Manager of the issuing bank – For information and necessary action.