

## The Municipal co-operative Bank Ltd., Mumbai

The Municipal Co-operative Bank Ltd., Mumbai invites sealed Tender from Authorized Service Providers for supply Comprehensive Annual Maintenance Services of IT system in Municipal co-operative Bank Ltd., Mumbai as per specifications, terms & conditions given in tender forms.

The Municipal Co-op. Bank Ltd., Mumbai is on Core Banking Solution and its 21 branches, & Head office i.e. 22 offices in Mumbai are connected to Core Banking. As a part of maintenance The Municipal Co-op. Bank Ltd., Mumbai -400001 invites sealed tenders from authorized service providers.

A complete set of tender document may be purchased by the eligible bidder upon payment of a non-refundable fee of Rs. 500/- (Rupees Five hundred only) by demand draft from any Scheduled Bank, in favor of 'The Municipal co-operative Bank Ltd. Mumbai' and payable at Mumbai.

The copy of tender document should be obtained from the head office of The Municipal co-operative Bank Ltd. Mumbai on all working days in person.

### The details are given below:

Tender Reference	MCBIT/01/18-19
Cost of Tender Copy	Rs 500/-
Earnest Money Deposit (EMD)	Rs.10,000/-
Date of commencement of sale of tender document	02-04-2018
Last Date and Time for receipts of tender offers	17-04-2018 till 03.00 p.m.
Opening of offers	17-04-2018
Address of Communication	General Manger ( I/c ) The Municipal co-operative Bank Ltd. Mumbai, 245, P.D' mello Road, Fort, Mumbai – 400001
Email address	<a href="mailto:mcb.itcell@mcbmumbai.com">mcb.itcell@mcbmumbai.com</a>
Contact Telephone Numbers	22616911-12 22717860 Ext – 852/853/857

## I. TENDER FORM

### The Municipal Co-operative Bank Ltd., Mumbai

I /We \_\_\_\_\_ have read the various conditions of tender attached and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the works relating to Tender No. MCB/IT/AMC/2018-19 dated \_\_\_\_\_ for the work of “Comprehensive Annual Maintenance Support of IT systems in The Municipal co-operative Bank Ltd., Mumbai ”.

1. I /We hereby bind myself /ourselves to complete the works within the time limits specified in the conditions of tender.
2. I/We also hereby agree to abide by the “Regulations for Tenders and Contracts for works”, “General Conditions of Contract, 2015” of The Municipal co-operative Bank Ltd., Mumbai as amended up to date and the Special Conditions of contract annexed to the tender, and to carry out the works according to specification laid down by Bank for the present contract.
3. I /We acknowledge that “Regulations for Tenders and Contracts for Works”, & “General Conditions of Contract, 2015” as issued by The Municipal co-operative Bank Ltd., Mumbai will form part of the tenders /contract documents even though they are not attached to the same.
4. I /We undertake to abide by the policies of Govt. issued from time to time as may be applicable to the contract.

5. A sum of Rs.10,000/- (Ten Thousand Only) is herewith forwarded as Earnest Money Deposit in the form of crossed Demand Draft /Banker's Cheque drawn in favor of The Municipal co-operative Bank Ltd., Mumbai. Without prejudice to any other rights or remedies available to the Bank the said full amount of EMD shall stands forfeited if:

(a) I /We fail to keep the offer open for a period of 90 days from the date fixed for opening of the tender or resale from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the The Municipal co-operative Bank Ltd., Mumbai

OR

(b) I /We do not execute the contract agreement documents within seven days after the receipt of acceptance letter /letter of intent issued by Bank that such documents are ready.

OR

(c) I /We do not commence work within 15 days after the receipt of orders to that effect.

I /we, also undertake to carry out the work in accordance with Schedules and General Conditions of contract and to find provide such of the Tools & equipment (other than those to be supplied by the Bank) for and to do all such things which in the opinion of the Bank may be necessary for or incidental to the maintenance of IT systems thereof and to complete the whole of the said work in all respects and to maintain the same for the period and in the manner provided in the conditions of contract.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

NAME & SIGNATURE OF TENDERER(S)/

DATE :

ADDRESS : \_\_\_\_\_

**SEAL**

Encl: As per list of contents at top sheet and Demand Draft /Banker's Cheque /Fixed Deposit Receipt No. \_\_\_\_\_ dated \_\_\_\_\_, for ` \_\_\_\_\_ as Tender Document Cost and Demand Draft /Banker's Cheque /Fixed Deposit Receipt No. \_\_\_\_\_ dated \_\_\_\_\_, for ` \_\_\_\_\_ as EMD.

**Signature of Witnesses :**

1. \_\_\_\_\_ 2. \_\_\_\_\_

## II. INSTRUCTIONS TO TENDERER ( S )

The Instructions which are required for participating in this tender are defined below for the guidance of tenderer(s).

1. The tenders must be enclosed in sealed covers superscripting thereon the name of the work as mentioned in the tender notice and must be deposited in tender box in the Bank on following address:

**The Municipal co-operative Bank Ltd., Mumbai,**  
245, P.D' Mello Road, Fort,  
Mumbai 400001

Not later than the time and date as mentioned in tender notice. The tenders will be opened at stipulated time in presence of subcommittee of Board members. Tenderer or their authorized representatives are not allowed to remain present while tender opening. Tenders which are received after the date and time specified are liable to be rejected.

2. Tenders containing overwriting, additions, alterations, erasures, obliteration and other defects are liable to be rejected. All corrections made by the tenderer should be properly attested by the tenderer. If the bidder(s) want to specify any special conditions or furnish any additional information by way of clarifications, amplifications etc., they may do so in a covering letter only and in no case make any alterations or corrections in the tender documents.
3. The bidder(s) shall sign every page of tender document and submit the tender document intact. If the tender is filled by a firm in partnership, it shall signed by all the partners of the firm. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners

of the firm shall also accompany with the tender. If the tender is signed under a power of attorney for the firm, a certified copy of the power of attorney shall accompany with the tender.

4. The bidder shall quote for all items of price mentioned in Annexure-A. The value quoted shall be in whole numbers and not in fraction. Wherever there is difference between the rates quoted in figures and in words, the rates quoted in words only will prevail.
5. The bidder(s) shall also send attested Photostat copies of documents like deed, articles and memorandum of association, certificate of incorporation, memorandum of understanding in respect of consultancy /collaboration proposal, partnership deed etc., along with the tender. However, the Bank may demand production of all the original document as may be considered necessary.
6. **Minimum Eligibility Criterion for the Bidder:**

The Bidder must have completed at least one similar single work during the period from 1-4-2016 to 31<sup>st</sup> March 2018.

- i. Similar Nature of work physically completed within the qualifying period in past (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria.
- ii. Following work shall be considered as "*Similar nature of work*" for qualifying criteria: -

"Comprehensive Annual Maintenance Support for IT systems (Hardware – Servers, Desktop, Printer and Scanner etc.) Necessarily in a Banks/ Govt. or Govt. Undertaking or Govt. controlled institution or Statutory Organization or Public sector undertaking or BSE/NSE listed Public Limited Company."A performance certificate clearly indicating the performance regarding Annual Maintenance Support /Facility Management and Support Services for Hardware systems for a minimum period of one year, issued by authorized authority shall be enclosed along with the tender document.

7. The Companies /bidder(s) banned or blacklisted by Bank. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted.
8. Bank's decisions on Technical experience applicability and Certificates will be binding, and no representations on this subject will be accepted.

**9. Earnest Money Deposit (EMD) -**

- a) Unless otherwise specified in Special Conditions, Earnest Money Deposit amount shall be in the form of Pay Orders /Demand Draft /Banker's cheque from Nationalized /Scheduled Bank, payable at Mumbai This is Interest free deposit in hands of Bank
- b) The Earnest money is to be deposited in favor of The Municipal co- operative Bank Ltd., Mumbai.
- c) Any request for recovery from outstanding bills for earnest money against present Tender shall not, under any circumstance, be entertained. Also, Earnest Money submitted for any other Tender in Bank shall not be adjusted or entertained against present Tender.
- d) The earnest money deposited by the unsuccessful Bidder(s) will be returned. The earnest money deposited by the successful Bidder will be returned back only after completion of contract

**10. Applicable for tender documents downloaded from Internet -**

- a) Tender documents are also available on The Municipal co-operative Bank Ltd., Mumbai web site and the same can be downloaded and used as tender document for submitting the offer. The cost of tender documents as indicated above will have to be deposited by the tenderer/s in a sealed envelope, super scribing "Cost of Tender Document", while submitting the tender documents. In case, tender is not accompanied with the cost of the tender documents as detailed above, tender will be rejected.
- b) Bidder(s) is/are free to download tender documents at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Bank. After award of work, an agreement will be made. The agreement shall be prepared based on the master copy of Tender document available in the office of Bank and not based on the tender documents submitted by the bidder(s). In case of any discrepancy between the tender documents downloaded from Bank's website and the master copy, latter shall prevail and will be binding on the bidder(s). No claim on this account will be entertained.

**11. Amendments to Tender document -** At any time, prior to the date of submission of bidder(s), the Bank may for any reason, whether at its own initiative or in response to

a clarification requested by a prospective bidder, modify the Tender documents by amendments. The amendments shall be published on the Bank website or notified in writing email to all prospective bidder(s) on the address intimated at the time of purchase of Tender document and these amendments will be binding on them. In order to afford prospective Bidder(s) reasonable time to take the amendments into account in preparing their Tenders, Bank authority, at his discretion, may extend the deadline for the submission of Tenders suitably.

12. **Submission of Tender** - The tender documents shall be sealed in a larger envelope super scribing the name of the work as stated above. In addition, a sealed envelope (super scribing "Earnest Money for the work") containing the Earnest Money in the form as prescribed in the tender documents shall also be submitted along with tender documents in this sealed larger envelope. The completed tender documents as stated above shall be deposited in the tender box at Bank's office at the address given in within specified time and date.
13. Any tender offer received later than the time and date of depositing of tenders shall not be accepted.
14. Late and delayed tenders will be rejected.
15. Bank reserves the right to postpone the tender submission/opening date and to accept /reject any or all tenders without assigning any reasons thereof. Bank's assessment of suitability as per eligibility criteria shall be final and binding.
16. Tenders received without Earnest Money in the prescribed form and value as specified in the tender document shall be summarily rejected.
17. Tender without acceptance of penalty clauses mentioned in the scope of work of tender document shall be summarily rejected. Tender without acceptance of terms and conditions will be summarily rejected.
18. The successful bidder(s) has /have to remit 10% of contract value as a security Deposit. The same will be refunded only after completion of contract.
19. If it is found at any time before finalization of tender, that any bidder(s) has/have furnished misleading/wrong or fraudulent information /documents, his/their tender shall not be considered and the EMD of the bidder(s) will be forfeited. If it is found at any time after finalization of tender, that any bidder(s) has/ have furnished misleading/wrong or fraudulent information/documents. If such cases found during the contract period, it will attract criminal proceedings and work will be terminated and balance work will be carried out independently and Bank Guarantee will be invoked.

20. Noncompliance with any of the condition set forth in this tender document is liable to result in the tender being rejected.
21. The bidder(s) should indicate the total value at the appropriate place in the schedule of quantities and rates and /or in summary sheet of tendered amount as the case may be.
22. These "Instructions to the Tenderers" shall be deemed to form a part of tender documents.
23. The term "correction /amendment slip wherever mentioned in the tender document shall include any Addendum slip /corrigendum slip as well.
24. Any specification /condition stated by the bidder(s) along with the tender shall be deemed to be a part of contract only to such an extent if it has been explicitly accepted by the Bank.
25. Bidder(s) are requested to read carefully the scope of work and technical specification before filling the price schedule and visit the branch for physical verification if necessary.
26. Tenderer should arrange skilled Hardware Engineer with proper qualification and identification during working hours and after working hours in case of emergencies.
27. The bidder(s) shall acquaint himself with the local conditions, means of access to the place of work and all other matters pertaining thereof.
28. The prices shall be inclusive of all current taxes and duties, separately indicated in details, even if lodging, boarding and any number of visits by the engineer.
29. **Evaluation Criteria** - Bids qualified for minimum eligibility criteria only will be considered for evaluation. Evaluation will be done on the basis of Grand Total at Schedule of Prices (Price Schedule given in Annexure-A).
30. **Acceptance of Lowest Tender:** It shall not be obligatory on Bank to accept the lowest tender and no Tenderer(s) shall have the right to demand any explanation for the cause of rejection of his /their tender(s).
31. During the contract period (if Bank wish to add) any IT asset with the nearby or similar configuration then, it should be included in the same contract at the already quoted rates on Prorata basis. . If any IT asset transfer from one branch to another will be informed to tenderer& no additional cost will be paid for the same. If any IT asset



replaced during the contract period, it will be informed to the tenderer and contract cost of that asset will be deducted from bill accordingly.(Date of Transfer / replacement).

32. **VALIDITY:** The bidder(s) shall keep their offer open for minimum period of 90 days, from date of opening of tender, as indicated in “Instructions to Tenderers”, within which period bidder(s) cannot withdraw his offer, subject to period being extended further, as required by mutual agreement from time to time. Any contravention of the above condition will render the bidder(s) liable for forfeiture of entire amount of Earnest Money Deposit.
33. The bidder(s) should not stipulate any contrary special conditions, while submitting his tender. In such an eventuality, Bank reserves the right to summarily reject such tender(s) without assigning any reason whatsoever. The bidder(s) should submit the tender in conformity with given tender conditions and specifications. Technical deviation to be properly explained in deviation statement.
34. The successful bidder shall be required to execute an Agreement with Bank for carrying out the work.
35. **Payment Terms:** The payment terms shall be as stipulated in Special Conditions of Contract enclosed.
36. Non-compliance with any of the conditions set forth in these tender documents is liable to result in the contract being terminated.
37. The authority for acceptance of the bid will rest with the Bank, which does not bind itself to accept the lowest or any other tender nor does it undertake to assign reasons for declining to consider any particular tender or tenders.
38. Disputes, if any, that may arise during the currency of the contract; the decision of Competent Authority of Bank will be final and binding to the tenderer.

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### **III.REGULATIONS FOR TENDERS AND CONTRACTS FOR WORKSIN BANK**

<b>1.</b>	Meaning of Terms: In these regulations for tenders and contracts, the following terms shall have the meanings a assigned hereunder except where the context otherwise requires:
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	(a)	"Bank" shall mean the The Municipal co-operative Bank Ltd., Mumbai or the administrative Offices of the Bank or of the successor <b>Bank</b> authorized to deal with any matters, which these presents are concerned, on its behalf.
	(b)	When it is mentioned "BANK" in the tender document. It refers to the "The Municipal co-operative Bank Ltd., Mumbai "
	(c)	"Tenderer" / "Bidder" shall mean, the person, the Tenderer or Company, who tenders for the work with a view to execute the works on contract with the Bank and shall Include their personal representatives, successors and permitted as signs.
	(d)	"Works" shall mean, the works contemplated in the drawing and Schedules set forth in the tender forms and required to be the executed according to specifications.
	(e)	"Specifications" shall mean the specifications for equipment and works of the Bank as specified in the Special Conditions governing the tender superseded by special specifications. if any, appended to the tender forms.
	(f)	"Drawings" shall mean the drawings, plans and tracings or prints there of annexed to the tender forms available with the <b>Bank</b> for reference.
	(g)	"Client" shall mean M/s. The Municipal co-operative Bank Ltd., Mumbai.
	(h)	"Service provider (SP)" shall mean the Successful Bidder /Tenderer and shall Include his /her /their legal representatives, assignees and successors.
	(i)	"General Manager" shall mean the Chief Executive Officer of the BANK, In-charge of the Work for the purpose of the contract.
	(j)	"Employers representative" shall mean any assistance of the General Manager or any staff / person appointed from time to time by the  Employer to perform the duties set forth in clause below here of whose authority shall be notified in writing to the Bidder by the Manger or by the employer.
	(k)	"Contract" shall mean the articles of agreement, the general Conditions and all special conditions including the Conditions of execution of the works, the modes of measurements and drawings pertaining to the works. All sections of these documents are to be read together and they shall be complementary to one another.
	(l)	"Notice In writing" or "written Notice" shall mean a written or typed letter on Sender's letter head and sent by registered post or delivered by hand with due acknowledgment.

	(m)	"Act of insolvency" shall mean any Act of Insolvency as defined by the Presidency, Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
	(n)	"Virtual Completion" shall mean that the works are in the opinion of the client, complete and fit for implementations.
	(o)	Words Imparting the singular number shall also include the plural and vice versa where the context requires.
2		These regulations for tenders and contracts shall be read in conjunction with General Conditions of Contract of The Municipal co-operative Bank Ltd., Mumbai, 2015.
3		If a Tenderer finds discrepancies in or omissions from the specifications or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders, who may send a written Intimation to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error, which may subsequently be discovered and shall make no subsequent claim on account thereof.
4		It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation on his part, that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Bank. Should the Tenderer fail to observe or comply with the said stipulation, the entire amount of earnest money shall be liable to be forfeited by the Bank.
5		Before Submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all problems liable to be encountered during the execution of the work are taken Into account and that the rates he enters in the tender schedule are adequate, all inclusive for completion of works so as to the entire satisfaction of the Manager.
6		When work is tendered for, by a Tenderer or company of Tenderer(s), the tender shall be signed by the Individual legally authorized to enter into commitments on their behalf.
7		The Bank will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the Tenderer made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Tenderer(s).

8	Tenders received will be opened in presence of the committee members of Bank. Tenderers or their authorized representatives will not allow to remain present while opening of tenders.
9	The Bank reserves the right not to invite tenders for any work or works and when tenders are called, to accept a tender in whole or in part or reject any tenders of all tenders without assigning reasons for any such action.
10	The Tenderer whose tender is accepted shall be required to be present at the Head office of The Municipal co-operative Bank Ltd., Mumbai as the case may be in person or a duly authorized representative to accept purchase order issued by Bank within 7 days after receipt of mail issued by the Bank. Failure to do so shall constitute a break of agreement effected by the acceptance of the tender in which case, the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
11	In the event of any tenderer, whose tender is accepted, refuse to execute the contract document as herein before provided, the Bank may determine that such Tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as canceled and the Bank shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such default.
12	The tender shall be submitted in the prescribed form only.
13	The Price-offer Schedule of items and quantity is given in price schedule. Tenderer(s) should quote for all items without leaving blank, both in figures and in words.
14	The tenderer shall submit the tender which satisfies each and every item / condition laid down in this notice, failing which the tender will be liable to be rejected.
15	The quantities of item(s) in Schedule for Works to be executed are likely to vary during the execution of work. For variations up to an increase/decrease of 25% the Tenderer (s) shall not be entitled to any compensation, and will be paid for such extra quantity of work only at the contract rate. The decision of the System Analyst of BANK in this regard shall be final and binding on the Tenderer. The Tenderer cannot make any claim on that account at any stage.
16	In the event of any reduction in the quantity to be executed for any reason whatsoever, the Tenderer shall not be entitled to any compensation but shall be paid only for the actual quantity of work done.
17	The rates for items in excess of 25% shall be decided mutually between the Bank and the Tenderer, well in advance of the execution of the quantities involved, if in the opinion of the Bank, such quantities are also to be executed by the same Tenderer.

<b>18</b>	In the event of a mutually agreed rate not being arrived at, the Bank shall be entitled to execute the extra works by other means and the Tenderer shall have no claim for loss or damage that may result from such procedure.
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#### IV. Scope of Work

**Comprehensive Annual Maintenance Support of IT systems located at various Branches and Head office of The Municipal co-operative Bank Ltd., Mumbai for two Year**

The detailed Scope of above mentioned work is as under: 1.

##### **Annual Maintenance Services**

The following IT systems have been covered under this contract:

- a) Computer Hardware** – These includes Servers, Desktop computers and their components /assemblies /sub-assemblies. The LCD/LED display panels, battery for SMPS & Main board, LAN cards, keyboards, mouse and all other components of Hardware shall be included in the AMC etc.

**b) Peripherals** – This include Scanner, Printer and any other existing item attached to Computer System etc.

Detailed list of existing equipments to be covered under AMC is given in Annexure - B enclosed. The number of the AMC systems may vary during the contract period. During the contract period (if Bank wish to add) any IT asset with the nearby or similar configuration then, it should be included in the same contract at the already quoted rates on Prorata basis. If any IT asset transferred to other branch during the contract period, it will be informed to the tenderer and no extra cost will be paid for same. IT asset replace during the contract period, it will be informed to the tenderer and contract cost of that asset will be deducted from bill accordingly.(Date of replacement).

1.1. Comprehensive Maintenance Service: The Service Provider should provide comprehensive maintenance with all parts, including parts damaged due to wear tear/worn-out, non-consumable inner/outer plastic parts, for the computer systems covered under AMC.

1.2. Scope of Comprehensive Annual Maintenance Contract will have following services:

- a) Hardware trouble shooting, fixing & replacement of faulty spares with new one. In any case, used parts/spares will not be acceptable.
- b) Installation \ reinstallation of the operating system, software and installation of security patches on all the computers under AMC contract.
- c) Provision of Standby systems with equivalent or higher configuration for the systems which are under repair.
- d) Attending and resolving Calls (installation, maintenance and reinstallation) related to operating system, browser, mail & other software's etc.
- e) Installation and reinstallation of printer which is attached to the system.

1.3. Break-fix Support Services: This shall include:

- a) The services include repair /replacement of parts or entire equipment in case if not repairable, with same or higher configuration and technical specifications.
- b) Rectification of any malfunctioning of the equipments and the System Software like Operating System Software installed.
- c) Diagnosis and resolution of Hardware /Software /Middleware issues.

- d)** Supply of all spare parts and replacement of defective parts.
- e)** Tenderer should not take away any IT asset or part of the IT asset out of the Bank premises without taking proper Gate pass from IT staff in charge.

1.4. **Preventive maintenance:** Preventive maintenance shall include,

- a)** Checking of general system (HW & SW) health, logs and vacuum cleaning of interiors, fans, etc. as per the checklist provided by Bank.
- b)** Preventive maintenance (Hardware) is to be done as and when instructed by IT department.
- c)** Cleaning of the interior /exterior of the systems like fans, general dust accumulation, oily stains on Keyboards, cleaning of mouse's interior etc.
- d)** During preventive maintenance, Service Provider will make suitable use of trouble shooting software packages to reconfirm the hardware configuration / health of each PC equipment, cleaning of PC hardware and peripherals, enter the result in respective log books and submit a report to IT Department Bank. Any discrepancy noticed, should be brought immediately to the notice of IT Department BANK and concerned user.
- e)** The Schedule (day/timings and down time allowed) for such preventive maintenance will be decided in consultation with IT Dept authorities and users.

1.5. The following items /services are excluded from the comprehensive AMC coverage:

- a)** Any equipment which has become burnt /damaged /Liquid seepage due to mishandling by end-user during the course of support.
- b)** Any equipment which has become damaged /burnt due to natural calamity like lightning, short circuit etc
- c)** Power cables, battery pack.
- d)** Spare parts

1.6. All hardware items found defective shall be replaced free of cost by the Service Provider. Replaced defective parts shall be the property of the Service Provider and should be moved out of BANK premises as soon as possible.

**2. Call Booking, Monitoring & Reporting System**

Tenderer shall maintain a register for logging the call for systems under warranty. Tenderer shall submit a separate monthly report based on which quarterly payment will be done.

**Receipt of calls and booking:**

- 2.1. Complaints shall be reported to Service Provider either over telephone or in writing or through e-mail in the format prescribed by Service Provider to enable Service Provider to take speedy corrective action.
- 2.2 All the calls are to be updated by the engineers after attending the same with appropriate status. While updating the calls attended, they should clearly mention the parts repaired /replaced, type of service done etc., Call will be closed by IT staff in-charge (For HO office) or Branch manager for Branch after confirmation from the end user only. If user is not satisfied with the solution provided, call may be re-opened.
- 2.3 Whenever necessary, Service Provider's office may be contacted at the following address to convey any urgent message:  
  
M/s \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.
- 2.4 Formats of maintenance logs, reports and certificates for billing and payments will be formalized after finalization of the tender with mutual agreement.
- 2.5. In case of system failures is due to consumables or any factor not covered in AMC scope, Tenderer should convey in writing immediately on noticing the same otherwise failure /downtime responsibility will be on Tenderer.
- 2.6 The Service Provider should furnish failure wise Monthly report furnishing the details of calls received, calls attended and spares replaced, which are covered under AMC, duly signed by authorized person. by 5<sup>th</sup> of following month.
- 2.7 Service Provider shall held monthly review meeting with BANK team. The Service Provider should depute concerned persons for such reviews.

**3. Response and Resolution**

- 3.1. All the call registered as per para 2 above, should be responded and attended within minimum 4 hours. The down time of the system should not be more than next 24 hours from the time of reporting of the failure. Any downtime beyond



this, will lead to penalty. Refer Penalties clause 4 below. Uptime of the system during AMC period shall be 98%.

- 3.2. In case the system repair is likely to take more than next two business days 24 hours, standby system/ sub-system with similar or higher specifications may be arranged so that the users' work is not affected. If the Service Provider provides a stand-by system /subsystem of the similar configuration and quality acceptable to this office on returnable basis, the penalty for the downtime shall be calculated only after further period of 24 hours upto the time of providing such standby systems /sub systems, if any.
- 3.3. If the Tenderer is not able to rectify the fault within a period of maximum 7 days from the time of reporting of the failure, BANK may rectify the fault through any other source and Service Provider shall have to bear the expenses so incurred on this account and the penalty for downtime period. Any failure /Work to be carried out on chargeable basis caused due to fire/flood/natural disaster/ earth leakage or any other reason not covered under AMC scope. Service Provider will inform immediately after the call is registered. Penalty will be calculated for non-reporting such issues and cost of replacement of spare will have to be borne by Service Provider.

#### 4. Penalty

- 4.1. In case the fault/problem is not rectified or a standby system is not provided within the stipulated period of 24 hours from reporting of fault, as per normal support window ( refer clause no 3.1), a penalty at the following rate will be levied for assets covered under AMC:

Sr. No	Item Description	Amount for each 24 hours or part thereof, beyond permissible downtime as per clause No.5
1	Server	200/- each
1	Desktop	100/-each
2	Thin client	100/-each
3	All type of Printers	100/-each

## **5. Maintenance of Spare System & Parts**

The Service Provider should keep minimum one working Desktop with latest configuration equivalent to systems available in Bank (As per our specification) each as standby systems. Service Provider shall also maintain sufficient compatible spares such as RAM, HDD, LCD monitors, key boards, mouse, logic cards, and LAN cards, Mother Boards, SMPS etc. so as to maintain "Response and Resolution" time as per clause 5. In case the standby systems are put to use, Service Provider shall recoup the minimum required standby systems or spares. Bank will have the right to inspect the spares at any point of time.

All spare parts supplied, as part of AMC, should conform to the OEM of the particular system. Suitable OEM arrangements to be ensured for spares. Spare parts supplied by Service Provider in lieu of irreparable components should be brand new/original/equivalent/advanced make and from reputed manufacturers for giving satisfactory performance. Used/repaired spare parts will not be accepted.

6. At the end of service contract, the Service Provider shall hand over all systems covered under contract , in good condition and shall has to replace all the parts that have not been properly maintained, which any other party undertaking to do the maintenance thereafter would insist on replacement before they can take over the machines for AMC. For this purpose a detailed list of equipments or parts to be replaced by the out-going Service Provider, shall be prepared by incoming Service Provider.

## **V. Special terms and conditions of the contract :**

- 1 This part lays down the special conditions which will govern the tender and contract and shall form an integral part of the contract Special conditions that shall prevail in case of any conflict with any provisions contained in the General Conditions of contract of The Municipal co-operative Bank Ltd., Mumbai.
- 2 Where there is a conflict between the General conditions of contract, 2015 of BANK and the Special Conditions of contract contained herein below, the latter shall prevail.
- 3 Any specifications /conditions stated by the bidder in the covering letter submitted by bidder along with the tender shall be deemed to be a part of the contract only to such an extent as has been explicitly accepted by the The Municipal co-operative Bank Ltd., Mumbai.

### **4 Security Deposit**

**4.1** The successful bidder(s) has /have to remit 10% of contract value as Security Deposit

- 5 Any items, if excluded by the bidder, must be clearly indicated, but may not be agreed to by BANK. For such items, coverage rates linked to market prices must be separately quoted.

- 6 For this contract, System Analyst, BANK, or his representative shall be the Engineer-in charge for all Desktop Servers/ PCs / Printers / Scanners and other IT Assets.
- 7 Service Provider shall not sub-contract the hardware maintenance jobs to any outside agency including their franchisee.
- 8 Any dispute arising out or touching this contract shall be referred to General Manager, BANK whose decision shall be final.
- 9 The Service Provider shall verify the health of all the systems and hardware items, before taking them into AMC. No arguments will be entertained afterwards. Any repairs required must be proposed in writing to IT Department.
- 10 All complaints / problems reported should be rectified to users' satisfaction by the Tenderer. If necessary, specialist/consultant would be called to rectify the problem.

## **11 Tools & equipments**

All tools, tackles and testing instruments for routine maintenance work as well as for attending to emergency/ break down calls shall be arranged by the Service Provider at his own cost. BANK will not take any responsibility for arranging the same or safety of all tools, tackles and testing instruments arranged by the Service Provider.

## **12 Payments Terms**

- 12.1 Charges for AMC shall commence from the contract effective date and shall be made Quarterly at the end of each quarter on providing satisfactory services certified by the IT Department of the Bank or confirmation by respective Branch head. No advance payment will be made.
- 12.2 The number of Computer Systems /Peripherals under AMC mentioned in list can be increased or decreased at the discretion of this office. The quarterly payment for AMC charges shall be made for actual number of hardware under contract. During the contract period (if Bank wish to add) any IT asset with the nearby or similar configuration then, it should be included in the same contract at the already quoted rates on prorata basis. If any IT asset transferred to other branch during the contract period than no extra cost will be paid. If any IT asset replace during the contract period it will be informed to the tenderer and contract cost of that asset will be deducted from bill accordingly. (Date of replacement). Details of asset under AMC and Warranty will be reviewed before start of every quarter and will be signed off by BANK and Service Providers representative and then item-wise rate given in the Price Schedule will be applied to arrive at quarterly amount. After expiry of warranty period, concerned system will be included in the list of assets under comprehensive AMC at the already quoted rates on Prorata basis.

- 12.3** The bills shall be submitted in duplicate duly per-receipted along with service reports or month- wise MIS reports which will be maintained by the Tenderer. Format for the reports will be discussed and finalized by Tenderer and IT Department BANK mutually
- 12.4** Bill paying authority will be HO of BANK,
- 12.5** TDS will be deducted as applicable. The Bidder is /are required to furnish their PAN No. for this office record concerning Income as well as Bank details including IFS code for payment.
- 12.6** Bills /Claims will be raised by the Service Provider after successful completion of work as per the deliverables and time schedules and Price Schedule agreed after deducting penalty, if any.
- 13** **The contract period will be Twelve and Thirteen Months (as per mentioned above) for two different hardware from the date of acceptance letter given by the Tenderer. The rates quoted shall be fixed throughout the period of the contract**
- 14** The charges shall be inclusive of all, including lodging, boarding and any number of visits by the engineer. No transportation charges will be paid separately. The Service Provider will attend any number of breakdown calls during the contract period.
- 15** You are requested to furnish your Service Tax No. for this office record. Service tax is payable as per Rates notified by the Government from time to time respect of all Works Contracts at the following rates.

## **16 Termination**

- 16.1** Bank may terminate the Contract if the Service Provider materially breaches its obligations under Agreement and fails to cure such breach within 30 days after receipt of written notice of same.
- 16.2** In the event of termination of agreement by either party, for reasons of breach of terms of agreement by either party, the party terminating have right to claim, compensation /damages to the extent of loss or damage suffered on account of such breach by defaulting party.
- 16.3** In the event of termination of agreement by BANK on account of breach of terms of Agreement by Bidder, BANK shall have right to withhold all /any payments, due to Tenderer for services rendered prior to termination. The Security Deposit and Performance Bank Guarantee will also be forfeited by BANK. Termination will be done as per procedure mentioned in General Terms and Conditions of Contract 2015 of BANK.
- 16.4** In the event of the termination of agreement by BANK for any reason other than breach of terms by Bidder, Bidder will be entitled for the payments due for services rendered prior to the date of such termination.

**16.5** In the event of Tenderer conveying to BANK their desire to discontinue this contract, Tenderer shall give BANK at least one Quarter prior notice of such discontinuance, during which period BANK or a third party nominated by BANK shall have right to continue the contract on terms and conditions to be mutually agreed upon by the

Parties and the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.

**16.6** If the performance of Tenderer found unsatisfactory, the contract can be terminated by the The Municipal co-operative Bank Ltd., Mumbai administration by giving one MONTH prior notice.

## **17 Confidentiality**

**17.1** Each party acknowledges that it will have access to certain confidential and proprietary information of the other party concerning the other party's business, plans, customers, technology and products, reports and other information held in confidence by the other party that is not generally known or available to the public ("Confidential Information"). Each party shall protect the other's confidential information from unauthorized dissemination and use the same degree of care that each such party uses to reasonable amount of care. Neither party will use the other's confidential information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party shall disclose to third parties (except as required by law or to that party's attorneys, accountants and other adviser as reasonably necessary) the other's confidential information without the prior written consent of the other party.

**17.2** Confidential information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential information will also include, but not be limited to, Tenderer's proprietary technology, including bidder services, software tools, hardware designs, algorithms, software (in source and object forms) , user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world(whether owned by bidder or licensed to bidder from a third party), including any derivatives, improvements, enhancements, or extensions of bidder technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to BANK or that have general applicability in the industry. The terms and conditions of this Agreement are also confidential.

**17.3** Information will not be considered Confidential information to the extent, but only to the extent, that such information - (i) is or becomes generally known or available to the public through no fault of the receiving party, (ii) was in the receiving party's possession before receipt the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by

one party without reference to any confidential information of the other or (v) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

## **18 Insurance**

Any asset including hardware /software brought by Tenderer for the express purpose of completing the tasks will remain the sole property of tenderer and he is responsible for any risk of loss, theft or damage to any Hardware, equipment, Software ("Casualty Loss"), and Work Human-Resources. Insurance of those will also be responsibility of tenderer.

## **19 Names and addresses of service engineers**

- 19.1** Only competent and efficient personnel shall be deputed for maintenance work as well as attending to emergency/break down calls by Service Provider.
- 19.2** The Service Provider shall provide suitable identification to his engineers and staff authorized to attend to the maintenance works, so as to facilitate verification by the Bank staff.
- 19.3** List of all personnel of the Service Provider, with above qualifications and experience, to be deployed on-site should be enclosed, which may be changed only with due BANK approvals.

## **20 Communication to the Service Provider**

The bidder shall specify in his tender the Telephone numbers of his office, service center or official e-mail id where the complaints need to be logged. This Telephone shall be available round the clock for logging the complaint. Upon logging of complaint, a complaint number shall be given for record and future follow up. If the Service Provider fails to give a complaint number, it does not imply that the complaint has not been logged. Also, it shall be the responsibility of the Service Provider to ensure that the given Telephone numbers are always in working order. Any communication passed on to the person who attends the given Telephone shall be deemed as having logged the complaint, irrespective of the fact that he/she is the authorized person to receive the call or not.

- 20.1** On-site Engineer's name, phone nos. /Fax no. /mobile no. /E-Mail address shall be given. Tenderers has to provide the Escalation matrix to the Bank.
- 20.2** A sticker with above details is to be pasted on each system and other peripherals for information of users. Complaint no. registration /call logging must be provided by the Tenderer during full working hours.
- 20.3** Service Provider will have to maintain details of assets covered under AMC contract with its end user and location. If there is any shifting of the equipment under this AMC, the service

provider will have to make changes in record accordingly with prior information to BANK. BANK would assist the firm in this task whenever possible.

- 20.4 Security for data and confidentiality** - The Service Provider should maintain confidentiality of the data in the systems. The Service Provider should take all necessary steps to ensure that the data is not leaked to any agency.
- 20.5 Security of Hardware:** Any damage or loss caused to the hardware or their components or their parts due to negligence, mishandling by Tenderer should be made good in working condition or by providing a new one of the same make and specifications.
- 20.6** Bank will not make any arrangement for transportation of defective PCs and Accessories or LAN equipment, etc, if required to be taken to premises of the Tenderer for repairing and the same have to be arranged by the Tenderer at their own cost.
- 20.7** It is clarified to be noted that some of the IT assets, being offered for available in AMC, are working in non-AC environments of office. Therefore, maintenance is required accordingly.

**21 Various Reports to be submitted during Contract period is as follows**

Sr. No.	Report Details	Frequency
1	Report regarding recommendations for necessary hardware up gradations which will be carried out by Bank. Report should indicate (I) Location of the asset, (ii) Current details of asset with configuration , (iii) Reason for up gradation/replacement, (iv) Up gradation/replacement to be done and	As and when need arises or as per BANK requirement. To be submitted as per BANK requirement.
2	<p>Monthly Report</p> <ul style="list-style-type: none"> <li>i. Number of failures/calls reported</li> <li>ii. Number of failures/call attended</li> <li>iii. The reasons if the call is in pending status with inspected date time of call</li> <li>iv. The details of pending calls carried forward from previous weeks.</li> <li>v. Bank Engineer/officer will certify this weekly report.</li> </ul>	On first day of following week
3	Team lead from the Service Provider shall held monthly review meeting within their team and MOM for the same to be submitted to BANK. These MOMs will be part of mandatory document with quarterly bill submitted for payment purpose.	Monthly Meeting's MOM to be submitted with quarterly bill
4	<p>Quarterly report</p> <ul style="list-style-type: none"> <li>i. List of standby systems and spares used during the quarter and available on hand</li> <li>ii. List of Inventory finalized for the quarter.</li> </ul>	Details to be submitted along with quarterly bill
5	Details of calls logged for systems under warranty and its status.	Details to be submitted monthly and along with quarterly bill.



Annexure – A

S. No.	Item Description	Qty	Contract period			Taxes	Total Amount
				Rate	Amount		
I	<b>Comprehensive AMC Charges</b>						
1	Server Dell	26	01.05.2018 to 31.05.2019  For 13 months				
2	Desktop Dell	99					
3	Passbook Printer	21					
4	Laser jet Printer	21					
5	Desktop Dell	69	01.06.2018 to 31.05.2019  For 12 Months				
6	Server Dell	5					
7	Desktop HCL	37					
	AMC charges per annum including all taxes						
	(in Word)						
III			<b>Non-Scheduled Items</b>				
1	Systems not in AMC / Warranty list but attended on call basis		Per call				

**Note:**

- a) Rates should be quoted in both figures & words. In case of ambiguity between rates in figures and words, lower of the two /beneficial to BANK, shall be considered.
- b) The quoted prices should be "Firm and Final", all inclusive of applicable taxes (service tax) & duties. Applicable taxes & duties taken in calculations also to be shown separately.
- c) The offers with rates given in any form /proforma other than that mentioned above shall be summarily rejected.

**Annexure – B**

S. No.	Item Description	Configuration	Qty
I	<b>Comprehensive AMC Charges</b>		
1	Server Dell	Make - Power edge T-110 II Processor Type – Intel(R) Xeon(R) CPU E31220 @ 3.10GHz, 3101 Mhz, 4 Core(s), 4 Logical Processor(s) HDD Capacity – 500 GB	26
2	Desktop Dell	Dell optiplex-3010 Intel core I3 3220@3.30ghz HDD Capacity – 500 GB	99
3	Passbook Printer	Epson PLQ-20	21
4	Laser jet Printer	HP-LESER-1020-PLUS	21
5	Desktop Dell	Intel ( R ) Pentium ( R ) CPU G630 @ 2.70 GHz, 2.70 GHz	69
6	Server Dell	Power edge T-410	5
7	Desktop HCL	AMD Athlon CMS II *2215 Processor : 2.70 GHz Ram – 2 GB HDD – 300 GB	37