

# UTTARBANGA KSHETRIYA GRAMIN BANK



Uttarbanga Kshetriya Gramin Bank  
Head Office  
Coochbehar-736101

## Tender Document

**For**

*Annual Maintenance Contract of  
Computer Hardware and its Peripherals at All Branches & Offices of  
Uttarbanga Kshetriya Gramin Bank.*

Ref No: GAD/43/2018-19 /760 /Tender date: 27.11.2018

The information provided by the bidders in response to this RFP will become the property of Uttarbanga Kshetriya Gramin Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

## Invitation for tender offers:

Uttarbanga Kshetriya Gramin Bank invites sealed bids on prescribed format from the experienced, reputed and competent Vendors / Service Providers for Comprehensive Annual Maintenance Contract (AMC) for all Computer Hardware & Peripherals items installed in all Branches / Offices of Uttarbanga Kshetriya Gramin Bank.

The details are given below:

Earnest Money Deposit	Rs. 50000.00
Date of Issue of Tender	27-11-2018
Last Date for submission of sealed Offers	<b>12/12/2018 Time: 17:00 Hrs</b>
Date of Opening of Technical Bid	17-12-2018
Date of Opening of Commercial Bid	18-12-2018
Bids to be submitted to	General Manager Uttarbanga Kshetriya Gramin Bank Head Office, Sunity Road, Coochbehar-736101, West Bengal
Contact Telephone Numbers	03582-229303
Email Id:	gadho@rrbubkgb.in ditho@rrbubkgb.in

The Bank has been operating in five districts of West Bengal namely, Coochbehar, Jalpaiguri, Alipurduar, Darjeeling and Kalimpong with its Head Office at Coochbehar. There are 142 Branches, 3 Regional Offices and Head office where the computer hardware and peripherals being offered for AMC.

Please read the terms & conditions carefully in RFP before filling and submission of the bids.

**Date: 27<sup>th</sup> November 2018**

**General Manager**

## **Invitation Offer System**

The bid has to be accompanied by a Earnest Money Deposit of Rs. 50,000.00 (Rs. Fifty Thousand Only) in the form of a demand draft in favour of Uttarbanga Kshetriya Gramin Bank payable at Coochbehar. Such draft should be in separate third cover marked as Earnest Money Deposit.

Please note that the bidders having **franchise arrangement for maintenance & support cannot quote.**

The Terms & Conditions of the AMC offer are given in **Annexure II. Bidder will have to furnish unconditional compliance for all terms and conditions of AMC offer.**

## **Two Bid System Tender**

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given above, **on or before the last date mentioned above.** All envelopes should be securely sealed and stamped.

1. All envelopes should be securely sealed and stamped.
2. Only one Quotation of same type should be submitted.
3. The unit rate / AMC amount for each item should be quoted. The quantity of the items may vary.
4. Any Quotation found to contain incomplete information is liable to be rejected outright.
5. Type of Offer (Technical or Commercial)
6. Due Date
7. Name of Bidder

Instructions to the bidders in relation to the AMC offer are given in **Annexure I.**

Terms and conditions of the AMC Offer are given in **Annexure II**

The details of the Systems/Computers available for AMC are given in **Annexure III.**

Format of Quotation for AMC is given in **Annexure – IV, IV-A,IV-B & Annexure – V-A,V- B,V-C.**

PERFORMANCE BANK GUARANTEE (10 % of contract value) in **Annexure VI**

## **ANNEXURE-I**

### **Instructions to the bidders**

#### **1. ENVELOPE-I (Technical Offer):**

The Technical Offer should be complete in all respects and contain all information asked for, except prices. The Technical Offer should include all items asked for. The Technical Offer **should not contain any price information**. The Technical Offer with any price information anywhere is liable to be rejected. The Technical Offer should be complete to indicate that all products and services asked for are quoted.

The Technical Offer should give all relevant information as per **Annexure – IV, Annexure – IV-A , Annexure – IV-B** and should not contradict the Commercial Offer in any manner.

#### **2. ENVELOPE-II (Commercial Offer):**

The Commercial Offer should give all relevant price information as per **Annexure – V-A, Annexure –V-B, Annexure –V-C** and should not contradict the Technical Offer in any manner.

These two envelopes containing the Technical, Commercial Offer should be submitted at the same time but in separate sealed covers. Please note that if an envelope is found to contain both technical and commercial offer, then that offer will be rejected outright.

These three envelopes containing the Technical, Commercial Offer, and Earnest Money Deposit should be submitted at the same time but in separate sealed covers. Please note that if envelope is found to contain both technical and commercial offer, then that offer will be rejected outright.

All envelopes should be securely sealed and stamped. Only one quotation should be submitted by one bidder.

**The unit rate for AMC amount for each and every item should be quoted.** Any Quotation found to contain incomplete information is liable to be rejected outright.

#### **3. Eligibility of the Bidder**

3.1 The bidder submitting the offers should be **in Hardware AMC business for the last three years.**

3.2 The Company should have **made profits in the last two financial years**, and should be in sound financial condition as judged by Uttarbanga Kshetriya Gramin Bank for this purpose. A copy of last two financial years' relevant audited balance sheets should be submitted with the offer.

3.3 The Bidder should have been providing similar AMC support in similar organizations at least for the last three years. **(Proof of the same has to be provided).**

3.4 The Bidder should submit to the Bank a latest solvency Certificate, not older than 6 months in original from their bankers certifying that the bidder is solvent to the extent of Rs. 50 Lakhs and more.

3.5 The bidder should submit a certificate in support of ISO 9001:2008 (Quality Management System) in support of certification of services.

3.6 The vendor must have a minimum turnover of Rs. 50 lakh p.a. for the last three financial year (As per last Audited Annual Financial Statement/Income tax returns - to be enclosed).

3.7 The vendor should not be banned/blacklisted / having negative remarks /poor service etc. while dealing with any Bank/PSU/ Government Dept. etc.

#### **4. Quotations**

The bidder must ensure that all the items as specified in this offer are quoted for. **Unit-wise** rates should be quoted for each item. The bidder must also ensure that it is in a position to undertake the work specified.

**The evaluation of L1 bidder will be on the basis of aggregate of unit price quoted for each item.**

The Bank reserves the right to appoint more than one bidder. It also reserves right to reject one or all bidders. The decision of the Bank in this regard will be final and binding.

#### **5. Earnest Money Deposit (EMD)**

5.1 The bid has to be accompanied by a Earnest Money Deposit of Rs. 50,000.00 (Rs. Fifty Thousand Only) in the form of a demand draft in favour of Uttarbanga Kshetriya Gramin Bank payable at Coochbehar. Such draft should be in separate third cover marked as Earnest Money Deposit.

5.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

5.3 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

5.4 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

5.5 A format of the Agreement to be executed by the successful bidder with the Bank will be provided by the Bank. All terms and conditions of the tender will be part of the agreement. Please note that no change will be accepted in the terms and conditions incorporated in this document. In case of failure of the bidder to execute the agreement on the attached format, within the stipulated time, the Bank will be within its rights to cancel the allotment to the bidder and proceed with forfeiting of the EMD and other penal provisions, and allot the same to L2 bidder after he matches the price of L1 bidder.

5.6 **The EMD may be forfeited:**

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this tender; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) In case of successful bidder, if the bidder dishonors its bidding commitments or fails or fails to sign the Contract or fails to accept the work order or fails to furnish Performance Bank Guarantee within 15 days.

**6. Non-transferable Offer**

This Offer document is not transferable. Only the party, who has purchased this offer document, is entitled to quote.

**7. Validity of Offer**

The offer should be valid for a minimum period of 90 days from the date of submission.

**8. Address of Communication**

Any communication in this regard should be made to the following office:

General Manager

Uttarbanga Kshetriya Gramin Bank

Head Office, Sunity Road

Coochbehar – 736101 (West Bengal)

**9. Modification and Withdrawal of Offers**

The Bank has a right to modify / alter the Offer and the terms thereon, before the closure of the Offer. The bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

**10. Opening of Offers**

Offers received within the prescribed closing date, will be opened by Bank's Committee appointed for the same.

## **11. Preliminary Scrutiny**

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether items are quoted as specified. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers.

## **12. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the Bank.

## **13. Contacting the Bank**

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

## **14. Award Criteria**

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

14.1 The Bank reserves the right at the time of award of contract to add similar items at similar rate or remove/delete the items without any change in any other terms and conditions.

14.2 The Bank also reserves the right to award the AMC of any one or more of the item (s).

14.3 Selected bidder shall also be awarded the AMC of the other equipments installed at the locations of UBKGB at the same terms and conditions at the rate/price mutually negotiated by the Bank with vendor. However such award of the contract will be totally based on the mutual acceptance of the Bank and Vendor.

**15. Bank's right To Accept Any Bid and to reject any or All Bids :** The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **16. Notification of Award**

16.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

16.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

16.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

### **17. Performance Bank Guarantee:**

The vendor undertaking the AMC services on the stipulated terms and conditions will have to submit a Performance Guarantee not less than 10% of the total value of AMC valid till AMC contract period from any branch of scheduled Bank other than Uttarbanga Kshetriya Gramin Bank payable at Coochbehar (format as per ANNEXURE - VI) valid for the period of AMC tenure plus three month i.e. 15 months, which shall be forfeited if the services are terminated abruptly by vendor or any such deviation Bank decides to forfeit the security.

Further, unpaid AMC charges, if any, will also not be paid in these circumstances. In case of no punitive action against the vendor, the Security Deposit will be refunded after a period of 15 months or on settlement of any claim against the vendor, whichever is later.

### **18. No Commitment to Accept Lowest or Any Other Offer**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

### **19. Make and Models of the equipment**

The details of the equipments are mentioned in the Annexures III. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A bidder must quote unit rate for each item.

### **20. Details of Spread.**

Branches / Offices are spread across Coochbehar, Alipurduar, Jalpaiguri, Darjeeling & Kalimpong districts of West Bengal.

### **21. Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.



## **22. Costs & Currency**

The offer must be made in Indian Rupees only and should include all the charges, excluding GST.

## **23. No Negotiation**

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be other-wise in order.

## **23. Right to Alter Quantities**

The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items from the list of items specified in offer.

## **24. Price Variations and Supply of Spares**

The price quoted by the bidder should be valid for a minimum period of two years. The bidder must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of two years.

## **25. Technical Support Staff**

The vendor will be required to station at HO/ROs, at least one maintenance staff / engineer on ROs and at least one staff in HO, on full time basis. However, Bank reserves the right to decide the number of resources required.

## **26. Confidentiality Clause**

This document is the property of Uttarbanga Kshetriya Gramin Bank. It should not be circulated, copied or reproduced in any form whatsoever without permission of Uttarbanga Kshetriya Gramin Bank. It is for use of the vendors addressed herein and only for the purpose mentioned in this document. Any violation is likely to be prosecuted.

**ANNEXURE II**  
**Terms and Conditions of the AMC Offer**

**1. SCOPE OF WORK**

- 1.1 The Comprehensive AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines and will include supply and replacement of unserviceable parts, at vendor's own cost. It will cover Computer Hardware, Software, Printers, existing LAN setup and other peripherals etc. Once Half Year, the vendor will perform preventive maintenance of all machines and the service reports will be duly signed by concerned Bank officials. At the time of submitting invoice for payment, the copy of the service reports are to be submitted. 1st PM activity shall start within 2<sup>nd</sup> month of signing of agreement.
- 1.2 In the beginning of each quarter, vendor will prepare the inventory and will submit the same to our general administration department for approval and the payment for the quarter will be based on the approved inventory.
- 1.3 The parts to be replaced will either be new parts or equivalent to new parts.
- 1.4 In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the bidder whereas the new parts will be the property of the bank.
- 1.5 In case of replacement of parts the new parts should be same make/model or higher from the defective part.
- 1.6 All maintenance/repairs shall be attended by the bidder or authorized personnel of the bidder.
- 1.7 The bidder shall rectify any defects, faults and failures in the equipment and shall repair / replace worn out or defective parts of the equipment as per the SLA requirement. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the bidder are required to accomplish their duties beyond the said schedules in case of any situation if it warrants.
- 1.8 In cases where unserviceable parts of the equipment need replacement, the BIDDER shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the BIDDER shall keep sufficient stock of spares at Bank's premises and at the premises of The BIDDER The bidder shall ensure to maintain stand-by spares at each regional office as to maintain the required uptime at any point of time for the machines.

1.9 The Computer Systems/machines shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.

1.10 In case some parts cannot be repaired on-site and are taken by the bidder to their factory site for necessary repairs etc., standby arrangement for the equipment has to be made by the bidder.

1.11 During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a) Free maintenance services during the period of AMC. Professionally qualified personnel authorized by the bidder who have expertise in the hardware and system software will provide these services.

b) The vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment as per the SLA requirement

c) In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the vendor shall ensure to maintain stand-by spares [at each Regional]so as to maintain the required uptime at any point of time for the machines with adherence to SLA.

1.12 The vendor should ensure that every computer is in our CBS Domain along with the updated software and antivirus.

1.13 All the computer systems must be loaded with original Softwares which will be provided by the Bank.

## **2. HOURS OF SERVICE:**

2.1 The provision, by the vendor, of maintenance service will be confined to the Banks normal working days from 10 a.m to 6 p.m.

2.2 Work undertaken on Sundays and holidays will be by prior arrangement

2.3 No additional charges/cost will be paid if the maintenance services are required beyond normal working hours.

### 3 SUPPORT REQUIREMENTS:

#### Posting Of Qualified Service Engineers & Team Leader For Repair And Maintenance Services:-

Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein. The bidder shall post qualified service engineer(s) during AMC period for trouble shooting, repair and replacement of all kits or parts and spare parts and render; such other support services, as may be necessary for satisfactory functioning of the computer systems and peripherals. No charges, fees, accommodation, boarding etc. shall be paid or provided by the Bank to the service engineer or his assistants, if any.

The Bidder should verify the qualification of the candidate employed by him for the Support Service of the Bank (e.g. Qualification / Experience/and other personal information) with due diligence.

The technical support service engineers:

- a. Should be responsible for the overall technical support of the area he is working.
- b. Should be qualified Diploma holder in hardware and software courses.
- c. Should have a minimum of 2 years' experience

**3.1** The engineers shall be dedicated for UBKGB use only and shall report to and operate from designated UBKGB Regional Office & UBKGB Head Office. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement and tender. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank. **A tender without name(s), experiences, and qualifications of the service engineer(s) will be rejected.**

**3.2** All Engineers should be accessible through telephone/cellular phone to facilitate prompt communication; non-availability of Engineer on any particular day should be conveyed in advance to the Head Office as well as respective Regional Office and alternative arrangements need to be worked out .The Bank at its own discretion shall ask the AMC provider to depute more service engineers with qualifications prescribed, if deployed engineers are not sufficient to extend the support required by the Bank.

**3.3** Bidder will have the right to change Service engineer(s) deputed. But, any such change will be intimated to the Bank atleast 7 days prior to such event.

- 3.4** The Bidder shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.

#### **4. DOCUMENTARY EVIDENCE**

The Bank shall maintain a register at its site( e.g. Regional Office / branch) in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. The BIDDER's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the BIDDER'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

- 4.1 The BIDDER shall provide replacement equipment if any equipment is out of the premises for repairs.
- 4.2 Bidder shall ensure that bidder's key personnel with relevant skill are always available to the Bank. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard. In case of engineers, any shortfall in staff of AMC bidder on any working day is to be made up by substitutes. If there is any shortfall found on any day the Bank will deduct Rs.200.00 per employee per day from the quarterly payment of the AMC bidder.
- 4.3 Minimum one engineer per regional office with minimum 2 year of experiences and one team leader with minimum 5 year experiences in similar fields at Head Office, Coochbehar will required to be posted. The service engineer assigned the Regional Office will sit at concerned Regional Office, and the team leader will be stationed at Head Office.
- 4.4 Engineer should report the regional office and head office designated official before leaving station and should notify the place of visit, job to be undertaken, incident type as. All such leaves will be maintained in a register with date of entry, date of work, place of visit along with engineer & branch official signature. If the engineer needs leave the station in early in the morning the same register may be entered on previous day.
- 4.5 Each engineer should maintain a register comprising of head such as Branch Name, Complain lodge date, H/W or Service type, Progress, Replacement of parts if any, complain resolution date along with respective branch official sign with date, engineers sign with date. All the copys of work sheet should be preserved by the engineer. At every fortnight the Xerox copy of such register

and the Xerox copy of all such work sheet should be submitted to the designated RO office and Head Office official.

4.6 All the engineers must be provided with mobile phones and should carry bidder identity card. At least one of the engineer should also be available on holidays & odd hours in case of need. In case of any engineer goes on Leave or deputed to other work by bidder, he/she must be substituted by another engineer on that day.

4.7 All employees have to wear the identity cards issued by the company while on duty. In no case any unauthorized person/outsider will be sent to offices of the Bank to carry out AMC work.

## **5. ACCESSIBILITY:**

The BIDDER's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement, only if the personnel carry the identity card issued by the bidder.

## **6. DURATION OF CONTRACT:**

6.1 The contract shall initially be valid for a period of One year.

6.2 Upon expiry of the period of contract, the same may be renewed for a further period of 12 months and upon such terms and conditions as may be mutually acceptable to the Bank and the Bidder.

6.3 If the bidder desires or does not desire to renew the period of existing contract, he shall express his desire to renew or not renew the contract, by giving two months prior notice before the expiry of the contract.

## **7 CARE OF THE EQUIPMENT:**

7.1 The Bank shall give the bidder full access to the Computer system/machines to enable the bidder to provide comprehensive maintenance service.

7.2 The bidder shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 95% of the time in every month.

7.3 The bidder should provide a helpdesk to act as a single point contact over Phone ,Email and/or Web Portal for managing all requests for services logged by our branch /offices on all bank working days during the office hours i.e from 10:00 AM to 07: PM from Monday to Saturday. The bidder must provide the user with a complaint number for new service request over

Phone as well as over Email/SMS. Registration and tracking of complaint over internet through Web Portal is also required.

7.4 In case the call/complaint is not resolved .The bidder will have to monitor its call till its resolution. The bidder will be required to provide call resolution statistics on a fortnightly basis including pending complaints. The details provided should include :

- (a) Complaint No
- (b) Complaint Date and Time
- (c) Date and Time of First Visit of Engineer
- (d) Present Status of Complaint (Pending/Resolved)
- (e) Complaint Resolved On (If complaint is resolved or pending)
- (f) HW Name With Make and Model
- (g) HW Serial No
- (h) Branch Name With Sole ID
- (i) Branch User Name With Phone No

## **8. MOVEMENT OF EQUIPMENT :**

8.1 The bank reserves right to move any equipment from the place of installation to any other location, under intimation to the bidder.

8.2 All costs/charges in respect of moving the Computer Systems/ machines from one location to another for the purpose of bank shall be payable by the Bank. In case the Computer Systems/machines are moved for the purpose of maintenance/repairs, such costs/charges shall be borne by the bidder.

8.3 The Bank shall pay maintenance charges, as per clause 9 given hereunder, for all the Computer Systems/machines, irrespective of the fact that the bidder for providing maintenance service as per the contract moves any one or more Computer Systems/machines.

8.4 The obligations of both the Bank and the bidder shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately.

## 9. PAYMENT OF CHARGES :

- 9.1 Maintenance charges will be payable post facto on quarterly basis i.e. after the completion of the respective quarter.
- 9.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- 9.3 **The bidder shall draw invoices for payment of quarterly maintenance charges at head office.**
- 9.4 Maintenance charges payable by the Bank are inclusive of all duties, taxes etc.
- 9.5 Changes or additions in Computer Systems/machines features may result in change in minimum maintenance charges, which will have to be finalized with mutual discussions. Addition of Hardware coming out of warranty will be added
- 9.6 All payment shall be made to the vendor after making deductions of TDS as per the applicable laws in force.



## 10. SERVICE LEVELS

The vendor is expected to provide the services as defined here for various parameter.

### 1. Service Level Definition

<b>LEVEL</b>	<b>Definition</b>	<b>Occurrence</b>	<b>Response &amp; Resolution</b>
<b>Critical</b>	<p>1. Problem due to which any particular type of service is suspended from branch.</p> <p>2. Problem due to which all the branch officials are unable to perform their duty.</p>	<p>Faulty</p> <ol style="list-style-type: none"> <li>1. LIPI 2250 Printer</li> <li>2. LIPI PB2 Printer</li> <li>3. Desktop where Zimbra desktop is installed</li> <li>4. All the desktops of a particular branch</li> </ol>	48 hours from the time of lodge of call.
<b>Key</b>	<p>1. Problem due to which any of the branch official is unable to perform their duty.</p>	<p>Faulty desktop due to which no of user &gt; no of functional desktop</p>	72 hours from the time of lodge of call.
<b>Significant</b>	<p>Any other problem not defined in Critical and Key event.</p>		Next four working days from the day of lodge of call

Penalty may be calculated in following manner :

1. Breach of resolution time for Critical event

Breached but resolved within 24 hours after SLA time                      Unit AMC value\*30%  
Breached but resolved within 48 hours after SLA time                      Unit AMC value\*50%  
After 48 hours of SLA time an additional 200 Rs will be charged for every 24 hours.

2. Breach of resolution time for Key event

Breached but resolved within 24 hours after SLA time                      Unit AMC value\*25%  
Breached but resolved within 48 hours after SLA time                      Unit AMC value\*40%  
After 48 hours of SLA time an additional 150 Rs will be charged for every 24 hours.

3. Breach of resolution time for Significant event

Breached but resolved within 48 hours after SLA time                      Unit AMC value\*20%  
Breached but resolved within 72 hours after SLA time                      Unit AMC value\*30%  
After 72 hours of SLA time an additional 200 Rs will be charged for every 24 hours.

**11. ASSIGNMENT:**

All rights, liabilities and obligations are non-transferable and any transfer/assignment of the same can be done only mutually.

**12. DATA BACKUP:**

The vendor should ensure the preservation of data. No data loss should occur due to any maintainance activity by the vendor. It is suggested that vendor should take proper backup of the data before engaging in any activity, which may cause data loss. Once the activity is complete data restoration should also be done by the vendor.

**13. CONFIDENTIALITY**

The BIDDER acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of

confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the BIDDER, the bank shall be indemnified. The BIDDER agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also. **In this regard bidder has to sign Non-Disclosure Agreement (NDA) in the format provided by the Bank, if required by the Bank.**

The BIDDER / Bank will treat as confidential all data and information about the BIDDER /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party

#### **14. FORCE MAJEURE :**

The bidder shall not be liable for any loss, damage, injury or delay which is due to fault or causes beyond the control of the bidder or force majeure such as acts of god, government direction, Riots, War, Civil commotion, sabotage, fires, lightening, floods, earthquakes, explosions or other catastrophes, epidemics, quarantine.

#### **15. TERMINATION :**

The bidder may terminate the contract by giving three months notice in writing. However, the bank may terminate the contract by giving 15 days notice. Maintenance charges payable shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the bidder provided the maintenance service.

#### **16. RESOLUTION OF DISPUTES**

Uttarbanga Kshetriya Gramin Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Uttarbanga Kshetriya Gramin Bank and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

#### **17. ARBITRATION CLAUSE.**

Any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration proceedings shall be held at COOCHBEHAR, India.

The matters of dispute shall be referred to arbitration before a panel of three arbitrators. In such an event, each of the Parties shall individually appoint an

arbitrator and these two arbitrators shall thereafter jointly appoint a third arbitrator. These three arbitrators shall jointly conduct arbitration proceedings.

## **18. INDEMNIFICATION OF BANK**

The BIDDER hereby indemnifies the Bank and shall always keep indemnified and hold the Bank their employees, personnel, officers, directors, (hereinafter collectively referred to as the Personnel) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank and/or or their Personnel as a result of:

- (a) an act or omission of the Bidder , employees in the performance of the obligations of the bidder under this Agreement; and/or
- (b) claims against the Bank made by employees or employees, who are deployed by the bidder and/or
- (c) breach of any of the term of this document or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the bidder under this Document; and/or
- (d) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- (e) breach of confidentiality obligations of the bidder contained in this Document; and/or
- (f) negligence or gross misconduct attributable to the bidder or its employees

The bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the bidder fails to provide resolution as per the terms and conditions of this document and to meet the Service Levels.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities

## **19 GENERAL:**

19.1 The vendor shall be required to sign an **Service Level Agreement** as per Banks Standard Format incorporating various terms & conditions.

- 19.2 On empanelment vendor should execute a Service level Agreement along-with the Performance Bank Guarantee in Bank's format .
- 19.3 If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such vendors
- 19.4 The Bank reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.
- 19.5 Bids received late and/or incomplete in any respect or not accompanied by prescribed documents are liable to be rejected. Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and time. Uttarbanga Kshetriya Gramin Bank is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays.
- 19.6 On subsequent additions of Hardware, PCs, Scanners and Printers which fall out of warranty shall be included in the contract at the rates quoted by the vendor as per Annexure II and payments shall be made accordingly.

### ANNEXURE III

#### DETAILS OF EQUIPMENTS AVAILABLE FOR AMC in CBS branches / offices under Uttarbanga Kshetriya Gramin Bank:

##### 1 .Desktop

Sr. No	MAKE / Model	CONFIGRATION & Operating system	Approximate Quantity
1	WIPRO,(including accessories)	Core 2 Duo, 2.93 GHz,2GB RAM, 250 GB HDD, 32 bit OS ( Windows XP,Windows 7,Windows 8)	707

##### 2. Printer

Sr. No	Make/Model	Approximate Quantity
1	LIPI 2250	140
2	LIPI PB2	127
3	Wep 800 DX	142

##### 3. Scanner

Sr. No	Make/Model	Approximate Quantity
1	HP Scanjet 2410	139

\*Quantity mentioned is approximate and actuals may vary.

**ANNEXURE IV  
(Technical Offer)**

Documents comprising the **Technical Offer**, should contain following:

- (i) Details of Service Engineers – Annexure- IV-A
- (ii) Service Support Details at 5 districts of West Bengal.
- (iii) Each page of the tender document submitted should be signed by the authorized representative of the Bidder and should be stamped with the official stamp of the Bidder.
- (iv) Undertaking (Annexure IV-B)

**Any Technical Offer Proposal not containing the above will be rejected.**

**ANNEXURE - IV-A**

**Details of Service Engineers with qualification & Experience**

Name	Employee No	Qualification	Experience (Years)	Specialization



**ANNEXURE – IV-B**  
**Undertaking Declaration**

1. Having read, and understood, we accept all the terms & conditions mentioned in the tender.
2. Certify that our quotations for all items herein conform to Terms & conditions mentioned in the tender.
3. Unconditional comprehensive maintenance service for the entire period of AMC will be provided.
4. Sufficient quantities of original spares of essential kits or parts of the equipment will be maintained.
5. One qualified and experienced Service Engineers per Regional Office and one team leader at Head Office, Coochbehar for hardware maintenance will be provided.
6. In case of failure to attend to the complaint, will be liable to penalties as imposed by the Bank.
7. Certify that all the details filled-in by us and the details in the attached sheets are correct and complete.
8. Certified that we have our own engineers on roll who possess the required experience and qualification.
9. The technical Support Service Engineers would be minimum Diploma Holder in engineering.
10. All the support engineers deployed will have minimum 2 years' experience.
11. No additional Documents except released by the Uttarbanga Kshetriya Gramin Bank shall form a part of the Document.
12. Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of UBKGB authorities would be submitted as and when required by the Bank.
13. All the spares of various Printers; except cartridges, ribbons and laptop batteries, will form an integral part of Annual Maintenance Contract.
14. We further undertake that we will be only single point of contact for any/all purpose

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and we assume total responsibility for the fault free operation of the systems/equipments and maintenance during the AMC period.

We undertake that during AMC Period we will maintain terms and conditions as mentioned in the tender. Accordingly necessary spares are available for all critical components.

Vendor Company Stamp/Seal Signature \_\_\_\_\_

Name .....

Designation.....

Date .....

**\*Without this Undertaking duly signed, your quotation would be considered as invalid.**

## ANNEXURE V-A

### FORMAT OF QUOTATION FOR EQUIPMENTS AVAILABLE UNDER COMPREHENSIVE AMC (Commercial Offer)

#### 1.Desktop PCs (With CPU, Monitor, Mouse, Keyboard, CD-ROM/CD Writer)

TYPE OF SYSTEM	AMC RATE PER UNIT (in Rs.)
WIPRO with mouse and keyboard	

#### 2 PRINTERS

PRINTER TYPE	AMC RATE PER UNIT (in Rs)
LIPI 2250	
LIPI PB2	
Wep 800 DX	

#### 3 SCANNER

SCANNER	AMC RATE PER UNIT (in Rs)
HP Scanjet 2410	

**Commercial Offer will be 1+2+3 as above, based on the aggregate of AMC rate quoted Unit-price wise**

## ANNEXURE V-B

### FORMAT OF QUOTATION FOR EQUIPMENTS AVAILABLE UNDER AMC WITHOUT SPARE (Commercial Offer)

#### 1.Desktop PCs (With CPU, Monitor, Mouse, Keyboard, CD-ROM/CD Writer)

TYPE OF SYSTEM	AMC RATE PER UNIT (in Rs.)
WIPRO Make,with mouse and keyboard	

#### 2 PRINTERS

PRINTER TYPE	AMC RATE PER UNIT (in Rs)
LIPI 2250	
LIPI PB2	
Wep 800 DX	

#### 3 SCANNER

SCANNER	AMC RATE PER UNIT (in Rs)
HP Scanjet 2410	

**Commercial Offer will be 1+2+3 as above, based on the aggregate of AMC rate quoted Unit-price wise.**

**ANNEXURE V-C**

<b>SPARE MODEL</b>	<b>SPARE DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TAX</b>	<b>TOTAL COST</b>
HP Scanjet 2410	COMPLETE SCANNER	1			
HP Scanjet 2410	LOGIC CARD	1			
HP Scanjet 2410	SCANNER BASE BODY	1			
HP Scanjet 2410	SCANNER CABLE	1			
HP Scanjet 2410	SCANNER UNIT	1			
HP Scanjet 2410	TIMING BELT	1			
HP Scanjet 2410	Scanner ASSY/scanner unit	1			
LIPI PB2	Print Head Sensor	1			
LIPI PB2	COMPLETE PRINTER	1			
LIPI PB2	CUM SUPPORT	1			
LIPI PB2	INTERFACE CARD	1			
LIPI PB2	LOGIC CARD	1			
LIPI PB2	MECHANISM	1			
LIPI PB2	MILLER STRIP	1			
LIPI PB2	PRINT HEAD	1			
LIPI PB2	PRINT HEAD SENSOR	1			
LIPI PB2	PRINT HEAD WITH SENSOR	1			
LIPI PB2	RD ASSEMBLY	1			
LIPI PB2	RD ASSY GEAR	1			
LIPI PB2	SENSOR PLATE	1			
LIPI PB2	SMPS	1			
LIPI PB2	SMPS WITH CONNECTING WIRE	1			
LIPI PB2	Head cable	1			
LIPI PB2	Cover Magnet	1			
LIPI PB2	Paper Sensor	1			
LIPI T2250.	AGA GEAR	1			
LIPI T2250	AGA GEAR SENSOR	1			

LIPI T2250	AGA SUPPORTING GEAR	1			
LIPI T2250	ALL CONNECTING WIRE	1			
LIPI T2250	MECHANISM	1			
LIPI T2250	BODY BASE WITH MECHANISM	1			
LIPI T2250	CARRIAGE GEAR	1			
LIPI T2250	CARRIAGE GEAR WITH ROD	1			
LIPI T2250	COMPLETE PRINTER	1			
LIPI T2250	CONTROL PANEL	1			
LIPI T2250	CONTROL PANEL CABLE LOCK	1			
LIPI T2250	CONTROL PANEL CABLE	1			
LIPI T2250	ENCODER	1			
LIPI T2250	ENCODER SENSOR	1			
LIPI T2250	ENCODER STIP	1			
LIPI T2250	FRONT PANEL CABLE	1			
LIPI T2250	GEAR COVER	1			
LIPI T2250	GEAR LOADING SENSOR	1			
LIPI T2250	HEAD SENSOR	1			
LIPI T2250	HEAD CABLE	1			
LIPI T2250	LOGIC CARD	1			
LIPI T2250	PAPER LOADING SENSOR	1			
LIPI T2250	PAPER PICKUP MOTOR	1			
LIPI T2250	PRINT HEAD WITH SENSOR	1			
LIPI T2250	PRINTHEAD	1			
LIPI T2250	RD ASSEMBLY	1			
LIPI T2250	RIBBON MASK	1			
LIPI T2250	SMPS	1			
LIPI T2250	SMPS WITH CONNECTING WIRE	1			
WEP 800 DX	COMPLETE PRINTER	1			
WEP 800 DX	LOGIC CARD	1			
WEP 800 DX	PAPER SENSOR	1			
KEYBOARD	New(USB/PS2)	1			
MOUSE	New(USB/PS2)	1			
SYSTEM	HDD(250 GB)	1			
SYSTEM	RAM (2 GB)	1			

SYSTEM	SMPS	1			
SYSTEM	Motherboard(Core 2 Duo 2.93 Ghz)	1			
SYSTEM	Monitor(LCD)	1			

**ANNEXURE – VI**  
**PERFORMANCE BANK GUARANTEE (10 % of contract value)**

(Specimen only)

To,  
Uttarbanga Kshetriya Gramin Bank,

\_\_\_\_\_

This deed of guarantee made on this ... day..... 2018 by..... Bank, having its Registered /Head office at ..... and amongst all places a branch at.....

and wherever the context so requires includes its successors and assigns (hereinafter called the SURETY) for the favour of Uttarbanga Kshetriya Gramin BankCoochbehar (hereinafter called UBKGB) and wherever the context so requires include it successors and assigns. Uttarbanga Kshetriya Gramin Bank, Head Office, Coochbehar is placing the order for purchase/services is hereby called as "purchaser".

The Purchaser has placed an order no. .... dated the ..... (Hereinafter called the 'Said Order') for ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE AND PERIPHERALS AT VARIOUS BRANCHES/OFFICES OF THE BANK for the total value of Rs..... with M/s \_\_\_\_\_, a company having its registered office at ..... and wherever

the context so requires includes its successors and assigns (hereinafter called to or referred to as 'The service provider').

In terms of the order, the service provider is required to furnish the purchaser at his own cost a Performance Bank Guarantee for an amount of Rs. \_\_\_\_\_ for fulfilling the terms & conditions of Annual Maintenance Contract for a period upto \_\_\_\_\_.

The surety at the request of the service provider agreed to issue a Performance Bank Guarantee in terms of the order. Further the service provider and the purchaser have agreed that the service provider shall provide the services as per terms and conditions of the said order.



We ..... (Indicate the name of the Bank giving the guarantee) do hereby undertake to pay the amounts due and payable under this guarantee, without demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of breach by the service provider in any of the terms or conditions contained in the said order or by reason of the service provider's failure to perform the order. (ANY SUCH DEMAND MADE BY THE PURCHASER SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE TO THE PURCHASER UNDER THIS GUARANTEE). We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the service provider in any suit or proceeding pending before any Court or Tribunal or Arbitration relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the supplier shall have no claim against us for making such payment.

We ..... (Indicate the name of the Bank giving the guarantee) further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said order or to extend time of performance by the said service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said service provider and to for bear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said service provider or by any such matter or thing whatsoever which under the law relating to sureties, but for this provision, have effect of so relieving us.

We shall not be discharged or released from the guarantee by any arrangement between the purchaser and the service provider with or without consent of the surety or by any alteration in the obligations of the parties or by any indulgence, forbearance whether as to payment time, performance or otherwise.

This guarantee shall not be affected by any change in the constitution of M/s ----- i.e. the service provider by absorption with any other body or corporation or other and this guarantee will be available to or enforceable by such body or corporation also.

Unless a claim under this guarantee is made by the purchaser against us on or before (date of expiry of guarantee), all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.

Notwithstanding anything contained herein above, our liability under this guarantee is of Rs.\_\_\_\_ /- (Rupees ..... ) and the guarantee shall remain in full force and effect until a demand made there under upto \_\_\_\_\_ date.

DATED AT \_\_\_\_\_ (PLACE) THIS \_\_\_\_\_ DAY OF-----.

FULL SIGNATURE WITH SEAL OF THE BANK