

(भारत सरकार, राजस्थान सरकार एवं एसबीबीजे का संयुक्त उपक्रम) (Joint Venture of Govt. of India, Govt of Raj. & SBBJ)

# REQUEST FOR PROPOSAL FOR EMPANELMENT OF VENDOR FOR PICKUP AND DISPOSAL OF OLD/NON USABLE BATTERIES AS PER HAZARDOUS WASTE POLICY OF GOVERNMENT FROM VARIOUS BRANCHES/OFFICES OF RMGB

Ref: RMGB/ IT/ 02/ 2018-19 dated 30/08/2018

The General Manager
Rajasthan Marudhara Gramin Bank
Head Office,
Tulsi Tower, 9<sup>th</sup> B Road,
Sardarpura
Jodhpur - 342003



प्रधान कार्यालय : तुलसी टॉवर, 9वीं बी रोड़, सरदारपुरा, जोधपुर (राज.) 342003, दूरमाष – 0291–2657700, 762, 764

# PART 1

# BID DETAILS SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website from 30/08/2018 to 2.30 PM on 17/09/2018.
Last date for requesting clarification (optional)	Up to 12.30 PM on 07/09/2018 All communications regarding points / queries requiring clarifications shall be submitted through email only at email id "itsd_cbs@rmgb.in"
Clarifications to queries raised through email will be responded	clarifications/ explanations/ additions/ modifications/ corrigendum on a/c of issues submitted through email will be made available on Bank's website <a href="www.rmgb.in">www.rmgb.in</a> latest by 10/09/2018
Last Date and Time for Receipt of EMD Rs. 1,00,000/-	Up to 2.30 PM on 17/09/2018
Last date of submission of technical bids	Up to 2.30 PM on 17/09/2018
Opening of Technical Bids	3.30 PM on 17/09/2018 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Opening of Commercial Bids	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Contact Details	
Address for Communication, Pre-Bid meeting and submission of bids.	The General Manager, IT Department , Head Office, Rajasthan Marudhara Gramin Bank, Tulsi Tower, 9 <sup>th</sup> B Road, Sardarpura, Jodhpur-342003
Telephone	0291-2593155, 2593139
All correspondence relating to this RFP should be sent to following email id	Itsd_cbs@rmgb.in
RFP Document Fees	Demand Draft / Pay Order of Rs.1000/- Along-with Technical bid in bidding document envelope

**Note:** The Bank reserves the right to amend the RFP/ place clarifications/ explanations/additions/modifications/corrigendum on a/c of issues submitted through email will be made available on Bank's website <a href="www.rmgb.in">www.rmgb.in</a> latest by 10/09/2018. It is to be noted that aforesaid will be displayed/ notified on website only and these will be binding on participating bidders. The Bank shall not be liable for any communication gap.

In addition, all intimations meant for the bidders, if any by the Bank, in context of this RFP be displayed on Bank's website only.

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#### INTRODUCTION

The Bank invites technically complete and commercially competitive bids from reputed vendors for Empanelment of vendor for One (1) year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt. from the branches of the bank located in Pali, Jalore, Sirohi, Udaipur, Rajsamand, Pratapgarh, Jodhpur, Jaisalmer, Barmer, Sriganganagar, Hanumangarh, Bikaner, Nagaur, Jaipur, Dausa District, as per the Technical Specifications provided in this RFP. The two-stage bidding process will comprise **Technical Bids & Commercial Bids** as per the product- technical specifications, mentioned by Rajasthan Marudhara Gramin Bank in this RFP.

General Details			
Reference No.	RMGB/ IT/ 02/ 2018-19 dated 30/08/2018		
Department Name	Rajasthan Marudhara Gramin Bank, IT Department, Jodhpur		
Scope of Work	Pickup and Disposal of Batteries as per Hazardous waste policy of Government of India		
Quotation Details	Sealed covered technical and commercial bids (in two separate envelopes) are invited for Empanelment of vendor for One (1) year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.		
Mode of Tender Submission	Offline through calling sealed covered quotations. No online mode.		
Tender Type	Sealed covered quotations		
Type of Contract	Disposal of Hazardous waste (Batteries)		
Tender activity Details	This Tender will follow Tendering process as under which will be conducted offline. Following activities will be conducted:		
	Submission of Technical Bid & Commercial Bid (in two separate sealed envelopes) by the bidder as per clause 4.3		
	b) Opening of Technical Bid and Evaluation.		
	c) Evaluation of Technical bids, clarification, if any, sought by the Bank.		
	d) Opening of Commercial Bid of Technically qualified bidders by the Bank		
	e) Declaration of H-1 bidder,		
	f) Issuance of empanelment letter to H-1 bidder		

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Documents to be submitted
physically in Sealed
envelope — A (Technical
Bid) as per clause no. 4.3 of
this document

Following documents are to be submitted. Bidders are advised to submit physical documents duly annexed in following index order:

- 1. Annexure A: Tender Offer Covering Letter
- Letter for Authorized Signatory on letter head / Copy of power of attorney / board resolution authorizing representative to sign Bid documents.
- 3. Annexure B: Bidder's General Information with relevant supporting documents
- 4. Annexure C: Compliance to Scope of work along with supporting documents
- 5. Annexure D: Compliance to Bidder's Eligibility Criteria along with supporting documents
- 6. Annexure E: Detail of District wise Bank locations for pickup of Batteries
- 7. Copy of this tender document duly signed and stamped on each page by authorized signatory as compliance to terms and conditions.
- 8. Other Undertaking / Compliance letter as advised in this tender Document

Documents to be submitted physically in Sealed envelope - B (Commercial Bid) as per clause no. 4.3 of this document

Annexure – G: Commercial Bid format duly signed and stamped by authorized signatory of bidder.

# 1. General Information

# 1.1 Objective

- a) Rajasthan Marudhara Gramin Bank, invites technically complete and commercially competitive sealed covered quotations for Empanelment of vendor for One (1) year for Pickup and Disposal of old / non usable batteries as per and in compliance to Hazardous waste policy of *Government of Rajasthan / India*. Hazardous Waste (Batteries) shall be collected from branch / office / ATM site locations (not from centralized location) on "As is Where is" condition. The work order for pick and disposal of Batteries shall be informed though letter / e-mail by Bank during the empanelment period as and when required by Bank. Location for pickup may be as per Annexure E.
- b) Bank intends to empanel the vendor for a period of one year. At the end of one year of empanelment period, the bank may extend the empanelment period for one year, in tranches of three month, with mutual consent of bank and vendor.
- c) Vendor is required to provide all relevant information based on enclosed Annexures. Information and any supplementary information should be in printed format only. Based upon the review and evaluation of quotations, RMGB may at its sole discretion empanel the vendor for one year with one successful Bidder.
- d) Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. RMGB also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.



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# 1.2 Quotations for Respondent only

This quotation calling document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") and no other person or organization.

# 1.3 Confidentiality

This quotation calling document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the bidder to any other person. The Bank may update or revise this document or any part of it.

Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.

#### 1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

# 1.5 Evaluation of Offers

Each Recipient/ Respondent/ Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document.

The calling of quotation is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient/ Respondent/ Bidder. The Recipient/ Respondent/ Bidder unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

# 1.6 Errors and Omissions

Each Recipient/ Respondent/ Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this document but not later than last date of document submission.



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# 2. Acceptance of Terms

A Recipient/ Respondent/ Bidder will, by responding to this document, be deemed to have accepted the terms as stated in this document.

The Bank contemplates to enter into a contract with successful bidder for one year from the date of empanelment letter as per further details in this document.

#### 3. BIDDERS' ELIGIBILITY CRITERIA

Bank will examine the bids against Bidder's Eligibility Criteria mentioned in Annexure-D.

#### Note:

- Bidder must comply with all criteria mentioned in **Annexure D.** Non-compliance of any of the criteria will entail rejection of the offer summarily.
- Duly self attested photocopies of relevant documents / certificates should be submitted
  as proof in support of the claims made. RAJASTHAN MARUDHARA GRAMIN BANK
  reserves the right to verify /evaluate the claims made by the bidder independently or by
  virtue of a third party. Any decision of RAJASTHAN MARUDHARA GRAMIN BANK in
  this regard shall be final, conclusive and binding upon the bidders.

Bidders who qualify the eligibility criteria will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the eligibility criteria are liable to be rejected.

#### 4. INSTRUCTIONS TO BIDDERS ON BIDDING PROCESS

# 4.1 Bidding process

The bids in response to this document (calling quotation in sealed covered envelope) must be submitted in two parts, i.e. 'Technical Bid' and 'Commercial Bid'. The mode of submission of Technical and Commercial Bid shall be offline (physical) only.

Bid documents must be submitted at the same time, giving full particulars in separate sealed envelopes at the bank's address mentioned above, on or before the schedule given above. All envelopes should be securely and separately sealed and stamped.

Bidders are permitted to submit only one relevant commercial bid. More than one commercial bid should not be submitted and shall be liable for rejection of bid.

Receiving of the bids shall be closed by Bank as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances.

Technical bids should not be mixed with the Commercial Bid and must be separate sealed covered envelope. All pages of Schedules, Formats and Annexures should be stamped and signed by an authorized official of the bidder's company. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid. No rows or columns of the Annexures should be left blank. Offers with insufficient information are liable to rejection. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

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#### 4.2 Commercial Bid

The commercial bid should be submitted offline only and the H-1 bidder would be determined based on Price Bid format for H-1 Determination (Annexure - G) and should be without any conditions. The bank reserves the right to reject the alternate commercial bid format proposed by the bidder.

# 4.3 Sealing and Marking of Bid

# Sealed Envelope A (Technical Bid) should contain:

All annexure, formats and supporting documents be filed and tagged in the order as stated below:

- Annexure A: Tender Offer Covering Letter
- ➤ Copy of power of attorney / board resolution / letter of authority authorizing the signatories of the bid to respond to this quotation.
- Letter for Authorized Signatory on letter head authorizing representative to sign Bid documents duly attested by Director, Partner, Proprietor of Company
- Annexure B: Bidder's General Information with relevant supporting documents
- ➤ Annexure C: Compliance to Scope of work along with supporting documents
- Annexure D: Compliance to Bidder's Eligibility Criteria along with supporting documents
- Annexure E: Detail of District wise Bank locations for pickup of Batteries
- ➤ Copy of this tender document duly signed and stamped on each page by authorized signatory as compliance to terms and conditions
- > Other Undertaking / Compliance letter as advised in this tender Document

# Sealed Envelope B (Commercial Bid) should contain:

Duly filled, signed and stamped Annexure - G (commercial bid format) on vendor's letter head. Both Envelope A & B should be placed inside a master Sealed Envelope C.

# Envelopes A, B & C should have the following inscriptions:

Top left corner: Contents

Top right corner: Reference Number and Due Date of Bid

Centre: Address of Bank as stated below

Bottom left corner: Name, company name, address, contact number and e-mail ID of bidder.

Bids duly sealed should be submitted in person at the address mentioned above on or before the last Date and Time. Any other mode of submission e.g. by courier, by post, fax, e-mail etc. will not be accepted.

# 4.4 Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned in this document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for the bank to verify.

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The bids shall be opened in two phases.

**In Phase 1,** the Technical Bid will be opened as per the schedule given in this document for the purpose in the presence of bidder(s) who choose to attend the meeting and sign a register evidencing their attendance. However, the technical bid will be evaluated only for the bidders who satisfy all the eligibility criteria. Bidders who do not qualify the eligibility criteria will not be considered for technical evaluation.

**In Phase 2,** Commercial Bids of only bidders who meet the Technical Evaluation Criteria shall be opened in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidder's representatives who are present shall sign a register evidencing their attendance. The Bidder with Highest Grand Total of Annexure - G will be declared the successful bidder.

Final decisive parameters would be at the sole discretion of the bank and the bank is not liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

#### 4.5 Clarification of Bids

During the bid evaluation, the bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

# 4.6 Cost of Preparing the Bids

The cost of preparing the quotation will be the responsibility of the Bidder and Bank will not be liable for any cost incurred by the Bidder.

# 4.7 Rejection of Bids

The bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason.

#### 4.8 Award of Contract

Following the evaluations, contract may be awarded to the bidder whose bid meets the requirements and provides the best value to the bank from both a techno-functional and commercial point of view. The Bank reserves the right to award the contract in whole or in part.

The acceptance of the bid, subject to contract, will be communicated by way of placing an empanelment letter in writing at the address supplied by the bidder in the bid document. Successful bidder has to give duly signed and stamped acceptance on duplicate copy of empanelment letter within 7 (seven) days of date of issuance of letter. Successful bidder has to submit Bank Guarantee also as specified in this document after which Bank shall place further orders for pickup and disposal of batteries. Any change of address of the bidder should therefore be notified promptly to the Bank.

# 4.9 Legal Compliance



The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where

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required. If at any time during the term of this agreement, the bank identifies or information comes to the bank's attention that the successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the bank shall be entitled to terminate this agreement with immediate effect.

# 5. Validity Period

The rates quoted shall be valid for a period of one (1) year from the date of Empanelment letter. Rates quoted and tender offer valid for a shorter period shall be rejected by the Bank as nonresponsive.

# 6. Proposal Currency & Price Structure

Prices shall be expressed in the Indian Rupees only without decimal places. The bidder must quote total price per unit as per Annexure - G but exclusive of any taxes, levies, duties (if any) etc. However, price must include all charges including charges related to freight, insurance, forwarding, packing, pickup, labor, transportation and visiting charges of representative to collect the Batteries from the sites. The cost will not depend on any variation in USD/£/€ or any other foreign currency exchange rate.

The price quoted by the bidder for the services / support performed for the project shall not vary from the contracted prices and shall remain valid for the contract period.

# 7. Bid Evaluation

The Bank will examine the bids against Bidder's Eligibility Criteria mentioned as per Annexure - D under General evaluation. Once the bidders qualify the eligibility criteria will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

#### 7.1 Technical Bid Evaluation

The Technical Bid essentials shall be evaluated as per the criterion determined by the Bank. The Bank will evaluate technical bids on the following broad criteria.

- Technical Completeness of the bid.
- ➤ 100% Compliance with Scope of work i.e. Annexure C: Compliance to Scope of Work.
- Compliance to Bidder's eligibility criteria.
- Bidder's experience and ability to complete the project task at Bank's locations.
- Compliance to other requisites as detailed in this Document.

#### 7.2 Commercial Bid Evaluation Considerations

The bidders, who qualify after Technical Bid Evaluation, shall be eligible for Commercial Bid Evaluation.

The bidder with the highest commercials on Grand total for one (1) year for all items listed in Annexure "G" will be declared successful H-1 bidder and shall be considered for awarding the empanelment for Hazardous waste disposal agency for Bank.

#### 8. Penalty



In case successful vendor backs out/denies for completion of work as per scope of work or non compliance of terms of conditions mentioned in this document during contract period but not due to any reason attributable to Bank, Performance Bank Guarantee shall be invoked.

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# 9. Right to Alter Quantities

Quantities as mentioned in Annexure - G are notional and may vary as per realistic requirements emanated in due course. Bank reserves the right to alter the requirements / quantity specified in the document. The bank also reserves the right to delete one or more items from the list of items specified for this contract.

# 10. Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the bank is required to pay compensation to a third party resulting from such infringement, the bidder will bear all expenses including legal fees.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The bidder shall also be liable to indemnify the bank, at its own cost and expenses, against all losses/ damages, which bank may suffer on account of violation by the bidder of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by the bank or its employees.

# 11. Cancellation of Contract and Compensation

The bank reserves the right to cancel the order/ contract of the selected bidder and recover expenditure incurred by the bank on the following circumstances:

- > The selected bidder commits a breach of any of the terms and conditions of the contract.
- ➤ The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for 7 days upon effects of the bidder.

# 12. Performance Bank Guarantee (PBG)

- i. The empanelled vendor shall submit a Performance Bank Guarantee of Rs. 500,000/- as per Annexure F: Performa for Performance Bank Guarantee valid for 24 (twenty four) months from Scheduled Commercial Bank from the date of empanelment letter at RMGB, HO immediately after acceptance of Bank's empanelment letter but within ten days of acceptance of empanelment letter.
- ii. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.
- iii. The PBG may be discharged/ returned by bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.

# 13. Resolution of Disputes

The bids and any contract resulting there from shall be governed by and construed according to Indian laws. All dispute or differences whatsoever arising between the selected bidder and

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bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 day's notice in writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute(s) and difference(s) strictly under the terms and conditions of the contract, executed between bank and the bidder. In case the decision of the sole arbitrator is not acceptable to either party, the disputes/ differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Jodhpur, India.

The award shall be final and binding on both the parties and shall apply to the empanelment contract.

Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

The venue of the arbitration shall be at Jodhpur, India under the exclusive jurisdiction of courts in Jodhpur.

#### 14. Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The bank reserves, the right to conduct an audit / ongoing audit of the services provided by the bidder. The bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

# 15. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. Requisite power of attorney/ board resolution / letter of authority authorizing the signatories of the bid to respond to this quotation request must be submitted along with the bid.

#### 16. Payment Receipt Terms:

Payment shall be received by Bank in Bank's account in favor of "Rajasthan Marudhara Gramin Bank" through online RTGS/NEFT mode prior to pickup of obsolete Hazardous Waste (Batteries) at ordered / designated branch. The Account details along with details of site (Branch location) from where such hazardous waste (Batteries) to be collected shall be informed separately through letter / e-mail by Bank during the empanelment period as and when required by Bank.



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#### Annexure - A

# **Tender Offer Covering Letter**

(This letter should be on the letter head of the bidder signed and stamped by authorized signatory)

Dated: _	/,	/
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To,

# **The General Manager**

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura, Jodhpur (Raj.)-342003

Dear Sir,

Subject: <u>Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.</u>

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.

We understand that the tender document provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the tender document including the conditions proposed to be followed by the Bank.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred / black-listed by any regulatory / statutory authority in India.

We understand that the Bank is not bound to accept the highest or any offer the Bank may receive.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder during the tenure of the rate contract.

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.



Seal and signature of the bidder

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Annexure - B

# **Bidder's General Information**

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

To,

# **The General Manager**

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura,

# Jodhpur (Raj.)-342003

Dear Sir,

Subject: <u>Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) Year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.</u>

SN	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution	Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.
3	Constitution of the Bidder i.e. (Limited Company, Private Limited Company, Partnership, Sole proprietorship, etc.)	Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.
4	Location of Registered office /Corporate office and address	
5	Correspondence address of the bidder	
6	Names and designations of the persons authorized to make commitments to the Bank	
7	Telephone, Mobile and fax numbers of contact persons	
8	E-mail addresses of authorized contact persons	
	Name of State issued the License for disposal of Hazardous waste	
	License valid up to	
9	Description of business and business background Service Profile International presence, Alliance and joint ventures	
	Details of revenue, profit and Turnover of bidder	2015-16, 2016-17, 2017-18 (Rs. In Lacs)
10	Gross revenue	
11	Net Profit of the bidder	
12	Total Turn over	

#### Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the quotation calling document.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the quotation document, in short listing of bidders.

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- 3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- 4. We confirm that this response, for the purpose of short-listing, is valid for a period of 60 days, from the date of expiry of the last date for submission of quotation.
- 5. We confirm that we have noted the contents of the quotation document and have ensured that there is no deviation in filing our response and that the Bank will have the right to disqualify us in case of any such deviations.
- 6. Earnest money deposit will be Rs. 1,00,000.00 in the form of Bank Guarantee or D.D. favoring Rajasthan Marudhara Gramin Bank payable at Jodhpur. I / We understand that the amount of Earnest Money deposit shall be forfeited if I /We fail to accept the order that may be awarded as H-I bidder, or failure to carry out the obligations as per the scope of work defined in the RFP.

Place:	
Date:	Seal & Signature of the bidder



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# Annexure - C

# **Compliance to Scope of Work**

(On letter head of bidder duly signed and stamped by authorized signatory)

# The General Manager

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura, Jodhpur (Raj.)-342003

Dear Sir,

Subject: <u>Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) Year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.</u>

SN	Criteria	Compliance Yes/No
1.	Hazardous Waste (old / non usable Batteries) shall be collected from branch / office locations (not from centralized location) on "As is Where is" condition. The work order of the site (Branch / ATM location) from where such hazardous waste (Batteries.) to be collected shall be informed separately though letter / e-mail by Bank for every instance during the empanelment period as and when required by Bank.	
2.	The collection / Pickup of batteries shall be completed within seven (7) days of issuance of work order.	
3.	Payment shall be deposited to Bank in Bank's account in favor of "Rajasthan Marudhara Gramin Bank" through online RTGS/NEFT mode prior to pickup of obsolete Hazardous Waste (Batteries) at ordered/designated branch.	
4.	The contract shall be valid for a period of one year from the date of empanelment letter, if not revised earlier. At the end of one year of empanelment period, the bank may extend the empanelment period for one year, in tranches of three month, with mutual consent of bank and vendor. Bank may terminate the contract in case the services and support is found not satisfactory and forfeit the BG.	
5.	Batteries so picked up for disposal shall be disposed off as per Hazardous waste disposed off policy duly approved by State pollution control Board of Government of State / India.	
6.	Empanelled vendor shall provide a green certificate to Bank confirming that hazardous waste so collected / picked up from Bank has been disposed off as per Government Policy, for every instance of individual work order.	
7.	Green certificate shall be submitted to Bank immediately after disposal of batteries as per policy / rules but within six months of pickup of batteries.	
8.	Any other scope, terms and condition specified in quotation calling document.	



Seal & Signature of the bidder

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Annexure - D

# **Bidder's Eligibility Criteria**

(On letter head of bidder duly signed and stamped by authorized signatory)

# **The General Manager**

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura,

Jodhpur (Raj.)-342003

Dear Sir,

Subject: <u>Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) Year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.</u>

S	Criteria	Proof to be submitted	Compliance
N			(Y/N)
1.	The bidder should be a Government Organization/ PSU/ or a Limited Company/ Private Limited Company under Companies Act in India, Partnership, Sole proprietorship, etc	Copy of the partnership deed / Certificate of Incorporation as the case may be.	
2.	The Bidder should not have been blacklisted / barred by any Public Sector Bank, RBI / NHB, any PSU or IBA for any reason viz. delay in providing services / support under such contracts at the site, at the time of bidding.	Self Declaration to this effect must be submitted on the bidder's letterhead.	
3	Bidder should have valid license issued by State / Central Govt. agency for Disposal of Hazardous waste and validity period must cover the proposed empanelment period. Minimum twenty four (24) months validity from date of bid submission	Copy of License	
4.	The Bidder should have valid Registration Certificate-cum-Passbook issued by Government Agency for Recycling of Hazardous waste.	Copy of valid Registration Certificate- cum-Passbook issued by Government Agency for Recycling of Hazardous waste	
5.	The Bidder should have valid authorization issued by Government Agency for operating a facility for collection and disposal of Hazardous waste.	Copy of authorization letter by Government Agency for operating a facility for collection and disposal of Hazardous waste	
6.	The Bidder should have valid consent to operate for Lead issued by Government Agency.	Copy of letter towards Consent to operate, issued by Government Agency.	
7.	The bidder should have minimum 3 months old valid license for hazardous waste disposal as on date of bid submission and validity of the license shall cover the empanelment period.	Copy of valid Registration Certificate- cum-Passbook along with 3 months disposal entries of Recycling of Hazardous waste	

For the purpose of considering the Bidders Eligibility Criteria viz the certification, licenses etc., the credentials of the Bidding company and its taken over company, if any, shall be taken into account collectively.



Seal & Signature of the bidder

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Annexure - E

# **Detail of District wise Bank locations for pickup of Batteries**

(On letter head of bidder duly signed and stamped by authorized signatory)

# **The General Manager**

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura, <u>Jodhpur (Raj.)-342003</u>

Dear Sir,

Subject: <u>Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) Year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.</u>

We undertake to pick up / collect Batteries from Branch / ATM / Other office locations situated in following Districts.

SN	Name of District
1	BIKANER
2	JAISALMER
3	JAIPUR
4	DAUSA
5	JALORE
6	SIROHI
7	SRIGANGANAGAR
8	HANUMANGARH
9	JODHPUR
10	BARMER
11	NAGAUR
12	PALI
13	UDAIPUR
14	RAJSAMAND
15	PRATAPGARH

D	lace	
	lace	

Date:

Seal & Signature of the bidder



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Annexure - F

#### Performa for Performance Bank Guarantee

(On proper Non-Judicial stamp paper by successful bidder)

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura, **Jodhpur (Raj.)-342003** 

conditions contained in the said Agreement.

In consideration o	f Rajasthan Marudhara	Gramin Bank (h	ereinafter calle	d "the RMGE	3") having
its office at the	aforesaid address, h	aving agreed to	o engage for	disposal of	batteries
M/s	from _		<del></del>	having it	s office
	(hereina				ontractor")
under the terms ar	nd conditions of an Agre	eement dated		(Emp	anelment
letter date, hereina	after called "the said Ag	reement").			
Towards the secu	rity for the due fulfillm	ent of the terms	and conditions	contained in	the said
Agreement, it has	been agreed by the sai	d Supplier / Vend	dor / Contractor	shall provide	a bank
Guarantee for Rs.	(Rupees		only).		
We	(indicate the name of	the bank) (herein	after referred to	as "the Ban	ık") at the
request of	(Supplier/Vend	dor/Contractor) d	o hereby under	take and gua	arantee to
pay to the RMGB	an amount not exceedii	ng Rs (	either in lump s	um or in part	s) agains
any loss or damag	ge caused to or suffere	ed or would be ca	aused to or suff	ered by the I	RMGB by

Unless repugnant to the context or meaning thereof, expressions, RMGB, Supplier/Vendor/Contractor, Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or

- 1. The Bank does hereby undertakes to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the RMGB stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the RMGB by reason of breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contractor(s) failure to perform its obligations under the said Agreement. Any such demand made by the RMGB on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank's liability under this guarantee shall in totality be restricted to an amount not exceeding Rs.\_\_\_\_\_\_, whether or not invoked or if invoked, in part or otherwise.
- 2. The Bank undertakes to pay the RMGB any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the RMGB. However our liability shall not exceed in Rs.\_\_\_\_\_ (in words)

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- 3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues and or advances made by the RMGB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_\_\_, the RMGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the RMGB discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.
- 4. The Bank before the release of the Bank Guarantee Bond in original by the RMGB and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the RMGB, under intimation to the vendor.
- 5. The Bank further agrees with the RMGB that the RMGB shall have the fullest liberty without Bank's or Supplier/Vendor/Contractor(s) consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions, of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RMGB against the said Supplier/Vendor/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Vendor/Contractor(s) or for any forbearance, act or omission on the part of the RMGB or any indulgence by the RMGB to the said Supplier/Vendor/Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank, in any manner what so ever.
- 6. This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the RMGB or the Supplier/Vendor /Contractor(s), in any manner what so ever.
- 7. The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the RMGB, in writing or otherwise than as is provided in this Guarantee.
- 8. The Bank also agrees that the RMGB at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor in first instance without proceeding against the said Supplier/Vendor /Contractor(s), and notwithstanding any security or other guarantees that the RMGB may have in relation to or in relation to the Supplier/Vendor /Contractor(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the RMGB.
- 9. Any officer of the RMGB of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.



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Notwithstanding anything contained herein above:

a)	The liability	of the Bank under the guarantee shall not exceed	(in words)
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- b) This Bank Guarantee shall be valid till either till \_\_\_\_\_ or till the issue of a fresh Bank Guarantee to the RMGB with a extended period in lieu thereof or till the RMGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the RMGB discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.
- c) The bank before the release of the Guarantee Bond in Original by the RMGB and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the RMGB, under intimation to the vendor.
- d) The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contractor(s) and shall be under an obligation to pay to the RMGB the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the RMGB serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be.

Notwithstanding anything contained herein our liability under this Bank guarantee shall no
exceed Rupees/- (Rupees Only) This Bank guarantee shall be valid
upto and we are liable to pay the guaranteed amount or any part thereof under
this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.
Date the day of2018

**Signature** 

Name Designation with Bank stamp



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Head Office: Tulsi Tower, 9th B Road, Sardarpura, Jodhpur (Raj.) 342 003 Phone: 0291-2657700, 762, 764

Annexure - G

#### **Commercial Bid Format**

(On letter head of bidder duly signed and stamped by authorized signatory)

# **The General Manager**

Rajasthan Marudhara Gramin Bank Information Technology Department Head Office, 1st Floor, Tulsi Tower, 9<sup>th</sup> B Road, Sardarpura, **Jodhpur (Raj.)-342003** 

Dear Sir,

REG: Commercial Bid for empanelment of vendor for One (1) Year for Pickup and Disposal of old / non usable Batteries as per Hazardous waste policy of Govt.

Bid Reference Number: RMGB/IT/02/2018-19 Dated: 30/08/2018 for Empanelment of vendor for One (1) Year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt.

We hereby quote our best highest prices as under against aforesaid bid reference for empanelment of approved hazardous waste management vendor for one (1) year for Pickup and Disposal of old unused Batteries as per Hazardous waste policy of Govt:

SN	Batteries configuration	Tentative quantity of Batteries (A)	Unit Price (₹) per battery (B)	Total Price (₹) (C) = A X B
1	12 V 26/28 AH SMF	200		
2	12 V 40/42 AH SMF	550		
3	12 V 65 AH SMF	100		
4	12 V 75 AH SMF	3000		
5	12 V 84 AH SMF	50		
6	12 V 100 AH SMF	250		
7	12 V 110 AH SMF	50		
8	12 V 120 AH SMF	50		
9	12 V 135 AH SMF	10		
10	12 V 150 AH SMF	50		
Grand Total of (C) in numbers				
Grand Total of (C ) in words				

We understand and note that quantity mentioned above is notional and for illustration purpose only to arrive at H-1 bidder. Actual quantity shall be as per the work order which shall be issued to empanelled vendor separately though letter/e-mail by Bank during the empanelment period.

We confirm that we have quoted price per unit exclusive of any taxes, levies, duties (if any) etc. but inclusive of all charges including charges related to freight, insurance, forwarding, packing, pickup, labour, transportation and visiting charges of representative to collect the Batteries from the sites.

In case of any kind of discrepancy in commercials quoted and evaluated:



a) If there is a discrepancy between words and figures, the amount in words shall prevail.
 b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of

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Head Office: Tulsi Tower, 9th B Road, Sardarpura, Jodhpur (Raj.) 342 003 Phone: 0291-2657700, 762, 764

bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.

- c) All liability related to non-compliance of minimum wages requirement and any other law will be responsibility of the bidder.
- d) The bank shall not incur any liability to the affected bidder on account of such rejection.
- e) The bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected bidder.

Place:	
Date:	Seal & Signature of the bidder



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The information provided by the bidders in response to this Quotation Calling Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind, reissue this Document and all amendments will be advised to the bidders/hosted and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this Document without assigning any reason whatsoever.

This document is prepared by Rajasthan Marudhara Gramin Bank for empanelment of vendor for One (1) year for Pickup and Disposal of Batteries as per Hazardous waste policy of Govt. at branches / offices falling under Banks area of operation. It should not be reused or copied or used either partially or fully in any form.

# **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Rajasthan Marudhara Gramin Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The calling of quotation is not an offer by Rajasthan Marudhara Gramin Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Rajasthan Marudhara Gramin Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Rajasthan Marudhara Gramin Bank and the Bidder.

---End of Document--



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