

Reference No.: RMGB/ IT/01/2022-23
Dated: 03-06-2022
RFP for AMC of Online UPS Systems



आरएमजीबी राजस्थान मरुधरा ग्रामीण बैंक
R M G B RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)



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(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

REQUEST FOR PROPOSAL FOR
ANNUAL MAINTENANCE CONTRACT (AMC) OF
ONLINE UPS (UNINTERRUPTED POWER SUPPLY) SYSTEM
AT VARIOUS BRANCHES/OFFICES/ATMs OF RMGB

Ref: RMGB/ IT/ 01/ 2022-23 dated 03/06/2022

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



☎: 0291-2593155
✉: itsd_obs@rmgb.in
website : www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

PART 1: INVITATION TO BID

Rajasthan Marudhara Gramin Bank (hereinafter referred to as RMGB / the Bank) is having its Head Office at Jodhpur and other Branches and offices (Regional Business Offices, Administrative Offices, etc.) in various centers across the Rajasthan.

For Comprehensive Annual Maintenance Contract of Online UPS Systems at various Branches/Offices/ATMs under area of operation of the Bank (15 districts of Rajasthan), the Bank proposes to invite tenders from vendors (hereinafter referred to as "Bidder") to undertake maintenance of Online UPS Systems as per details listed out in this document **(Annexure-F)**.

Rajasthan Marudhara Gramin Bank, Head Office, Jodhpur invites "Technical" and "Commercial" bids for AMC of Online UPS Systems both Technical Bids and Commercial Bids would be submitted by the vendor online on the website of our e-Tendering vendor M/s e-Procurement Technologies Ltd.

The Bidding Document may be obtained from the Bank as under or download from Bank's Website www.rmgb.in or Government Tender's Website www.eprocure.gov.in or Bank's e-Tendering Vendor Website <https://etender.sbi> and the bid should be submitted online, Bank's authorized e-Tendering Vendor details are mentioned in **Annexure-L**.

- ❖ Please note that all the desired information needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ❖ All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ❖ The information provided by the bidders in response to this RFP document will become the property of RMGB and will not be returned. RMGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- ❖ Bidder may contact Bank's authorized e-Tendering Vendor for any help/queries related to online submission of Bids. A detail of e-Tendering Vendor is mentioned in Annexure-L.



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RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website from 03/06/2022 to 2:30 PM on 27/06/2022.
Last date for requesting clarification (optional)	Up to 09/06/2022 All communications regarding points / queries requiring clarifications shall be submitted through email only at email id "tender_publisher@rmgb.in"
Pre – bid Meeting at: IT Deptt., RMGB, Head Office, Tuls Tower, Sardarpura, Jodhpur	From 12:30 PM to 1:00 PM on 10/06/2022
Clarifications to queries raised at pre-bid meeting or through email will be responded	clarifications/ explanations/ additions/ modifications/ corrigendum on account of issues raised at pre-bid meeting or through email will be made available on Bank's website www.rmgb.in latest by 13/06/2022
Last date of submission of Technical Bids & Receipt of EMD Rs. 1,00,000/-	Up to 2:30 PM on 27/06/2022
Opening of Technical Bids	3:30 PM on 27/06/2022
Online Commercial Bid Submission through Reverse Auction	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Price Break Up	The item wise price break up will have to be provided by the vendor within 3 (three) days of reverse auction.

Contact Details

Address for Communication, Pre-Bid meeting and submission of bids.	The General Manager, ITS Department, Head Office, Rajasthan Marudhara Gramin Bank, Tulsi Tower, 9th B Road, Sardarpura, Jodhpur-342003
Telephone	0291-2593155, 2593139
All correspondence relating to this RFP should be sent to following email id	tender_publisher@rmgb.in
RFP Document Fees	RFP Document Fees of Rs. 5000/- has to be submitted through NEFT. Bank's NEFT details is mentioned in Annexure – G.

Note: The Bank reserves the right to amend the RFP/ rescind/ place clarifications/ explanations/ additions/ modifications/ corrigendum on account of issues submitted through email will be made available on Bank's website www.rmgb.in latest by 13/06/2022. 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 will be displayed on Bank's website only.



सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

INTRODUCTION

The Bank invites technically complete and commercially competitive bids from vendors for Annual Maintenance Contract of Online UPS (Uninterrupted Power Supply) Systems installed at various Branches/Offices/ATMs under area of operation of bank (Comprising of Jodhpur, Pali, Jalore, Sirohi, Sriganganagar, Jaisalmer, Barmer, Nagaur, Udaipur, Jaipur, Rajsamand, Pratapgarh, Dausa, Hanumangarh, Bikaner districts) including any other activity specified elsewhere in this document. The area of operation of Bank is divided into 14 regions viz. Barmer, Bikaner, Dausa, Hanumangarh, Jaipur-1, Jaipur-2, Jalore, Jodhpur, Nagaur, Pali-1, Pali-2, Sirohi, Sriganganagar and Udaipur regions for the purpose of AMC and each region includes all the Branches/Offices/ATMs falling within the administrative/geographical area of the respective region. The two-stage online bidding process will comprise **Technical Bids & Commercial Bids (Reverse Auction)** as per the product technical specifications, mentioned by Rajasthan Marudhara Gramin Bank in this RFP.

General Details	
Reference No.	RMGB/ IT/ 01/ 2022-23 dated 03-06-2022
Department Name	ITS Department, Rajasthan Marudhara Gramin Bank, Jodhpur
Scope of Work	Annual Maintenance Contract of Online UPS Systems
Quotation Details	Signed and Stamped Technical bid (submitted online) and Commercial bid (Through Online Reverse Auction) are invited for Empanelment of vendor for Two (2) years for Annual Maintenance Contract of Online UPS Systems.
Mode of Tender Submission	Online mode through website https://etender.sbi signed and stamped quotations.
Tender Type	Online submission
Type of Contract	AMC of Online UPS Systems
Tender activity Details	This Tender will follow Tendering process as under which will be conducted online. Following activities will be conducted: <ol style="list-style-type: none">Online Submission of Technical Bid & Commercial Bid through Reverse Auction by the bidder as per clause 4.3Opening of Technical Bid and Evaluation.Evaluation of Technical bids, clarification, if any, sought by the Bank.Online Commercial Bid Submission through Reverse Auction of Technically qualified bidders by the BankDeclaration of L-1 bidderSubmission of item-wise price break up by L-1 bidder.Issuance of empanelment letter to L-1 bidder





Documents to be submitted online - A(Technical Bid) as per clause no. 4.3 of this document

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

1. Annexure- A: Tender Offer Covering Letter
2. 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: SLA Terms & Conditions for Online UPS Systems Maintenance Services 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 AMC of Online UPS Systems
7. Annexure- F: Online UPS Systems – Make & Model and Quantity to be covered under this AMC
8. Annexure-I: Indicative Commercial Proposal format duly signed and stamped by authorized signatory of bidder.
9. Annexure- K: Escalation Matrix and Service Engineer Details
10. Copy of this tender document duly signed and stamped on each page by authorized signatory as compliance to terms and conditions (including all the corrigendum if any).
11. Other Undertaking / Compliance letter as advised in this tender Document
12. Tender Fees & EMD Amount (NEFT Slip Scanned Copies)

Documents to be submitted online- B (Commercial Bid through Reverse Auction) as per clause no. 4.3 of this document

Bank will conduct Online Reverse Auction for Commercial Bid on a subsequent date, which will be communicated to such bidders who qualify in the Technical Bid.

NOTE: Annexure- J: Commercial Price Breakup Schedule- L1 bidder submit the item-wise breakup within 3 days after reverse auction conducted.

1. General Information

1.1 Objective

- a) Rajasthan Marudhara Gramin Bank, invites technically complete and commercially competitive signed & stamped quotations for Empanelment of vendor for Two (2) years for Annual Maintenance Contract of Online UPS Systems. Location for AMC will be as per **Annexure - E**.
- b) Bank intends to empanel the vendor for a period of two years. At the end of two years of empanelment period, the bank may extend the empanelment period for one and more years with mutual consent of bank and vendor on same terms & conditions.
- 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 two 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) at any time in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

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 & accepts that the Bank may in its sole & 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 **Clarification submission and/or document submission.**

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 two years from the date of empanelment letter as per further details in this document.

3. BIDDER'S 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 must be submitted in two parts, i.e. 'Technical Bid' and 'Commercial Bid through Online Reverse Auction'. The mode of submission of Technical and Commercial Bid shall be online only.

The bidder has to give credit to Bank through NEFT/RTGS towards tender cost of Rs. 5,000/- (Rs. Five Thousand only) and Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lac only). Bidder has to submit the NEFT/RTGS details proof (scanned copy of NEFT/RTGS comprises of UTR No.) along with Technical Bid Document. Bank's NEFT/RTGS detail is mentioned in Annexure-G.

NOTE: Exemption of tender fee & EMD will be given only to MSME/NSIC registered bidders. Bidders claiming exemption from submission of EMD & Bid participation fee shall submit valid certificate, provided exemption from same have been indicated in the certificate and such certificate is valid on the date of submission of the bid. Exemption of tender fee & EMD



will be considered only if they are registered for relevant service/category/activity as per UAM certificate. Decision of Bid Evaluation Committee will be final in the matter.

Both the technical and commercial bids for the Annual Maintenance Contract (AMC) will be accepted online on the e-Procurement portal i.e. <https://etender.sbi> of the Bank's authorized service provider M/s e-Procurement Technologies Ltd. The Bidder should be willing to participate in e-Procurement and have a valid Class-3 Digital Signature Certificate on the date of submission of Technical and Commercial Bids. Details of the Bank's authorized e-Procurement service provider is mentioned in **Annexure-L**.

Bids must be submitted online on the e-Procurement Portal of the Banks authorized service provider (<https://etender.sbi>), no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

Bidders have to submit indicative commercial bid along with Technical Bid and bidders shortlisted in technical evaluation will only be permitted to participate in Reverse Auction conducted by Bank through online mode only. Commercial Bid submitted through other mode 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 along with the Indicative Commercial Bid must be uploaded on e-Procurement Site. **All pages of Schedules, Formats and Annexure should be signed and stamped 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 Annexure 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.

The "Indicative Commercial Bid" Annexure-I should be submitted online along with Technical Bid. The indicative commercial bid will be used for finalizing the starting bid for reverse auction. Bank reserves the right to adopt any procedure to decide the starting bid for reverse auction from indicative commercial bid submitted or Bank may decide the starting bid for reverse auction at its own sole discretion.

The Bank reserves the right to reject any or all the bids without assigning any reasons.

4.2 Commercial Bid

The commercial bid through Reverse Auction should be submitted online only and the L-1 bidder would be determined based on lowest price quoted by the bidder in Reverse Auction 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

Technical Bid – A: Signed and stamped should contain:

All annexure, formats and supporting documents be filed and tagged in the order as stated below and submit all Annexure A, B, C, D, E, F, I, K on vendor's letter head:

- 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.
- Annexure - B: Bidder's General Information with relevant supporting documents
- Annexure- C: SLA Terms & Conditions for Online UPS Systems Maintenance Services 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 AMC of Online UPS Systems
- Annexure - F: Online UPS Systems – Make & Model and Quantity to be covered under this AMC
- Annexure - I: Indicative Commercial Bid format duly signed and stamped by authorized signatory of bidder
- Annexure - K: Escalation Matrix and Service Engineers Details
- Copy of this tender document duly signed and stamped on each page by authorized signatory as compliance to terms and conditions (including all the corrigendum if any)
- Other Undertaking / Compliance letter as advised in this tender Document
- Tender Fee & EMD Amount (NEFT Slip Scanned Copy)

Commercial Bid – B: Online Reverse Auction

The bidders qualified in Technical Bid evaluation shall be allowed to participate in Online Reverse Auction conducted by Bank and the L-1 bidder would be determined based on lowest price bid by the bidder in Online Reverse Auction and should be without any conditions. The selected L-1 bidder should submit duly filled, signed and stamped item-wise **Commercial Price Breakup Schedule** as mentioned in **Annexure-J** within 3 days after online reverse auction conducted on vendor's letter head.

Technical Bid & Indicative Commercial Bid duly signed and stamped scanned copies should be uploaded / submitted online on e-Procurement portal of the Bank's authorized service provider (<https://etender.sbi>) on or before the last Date and Time specified in "Schedule of Events". Any other mode of submission e.g. personal, by courier, by post, fax, e-mail etc. will not be accepted. For any help and training requirement regarding online submission of Technical and Commercial Bid, kindly contact Bank's e-Procurement Service Provider as per details mentioned in **Annexure-L**.



4.4 Process of 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.

The bids shall be opened in two phases.

In Phase 1, the Technical Bid along with Indicative Commercial 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, Bidders who meet the Technical Evaluation Criteria shall be allowed to participate in the online commercial bid submission through Reverse Auction conducted by the Bank at the time and on the date that will be communicated to them. Reverse Auction will be conducted by Bank's authorized e-Procurement Service Provider as per details mentioned in **Annexure-L**. The Bidder whose bid turn out to be lowest in reverse auction shall be declared the successful L-1 bidder.

Detailed procedure for evaluating the Technical and Commercial Bids is described further in this document. 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 / Amendment of Bidding Document

- a) Bidder requiring any clarification of the Bidding Document may notify the Bank by e-mail indicated in Schedule of events on or before 09/06/2022 indicated therein in the following format-

SN	Page No. and Clause No. of RFP	Query
1	<<Page No.--- / Clause --- >> as per RFP	XXXXX <<Bidder Query>>

- b) A pre-bid meeting is schedule on 10/06/2022 from 12:30 PM to 1:00 PM.

Text of queries raise (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website and e-Procurement website i.e. www.rmgb.in and <https://etender.sbi> respectively. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

- c) Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

- d) All bidders must ensure that such clarifications / amendments have been



considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

- e) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment. The Bank will be at liberty to modify or alter the RFP Document at any time before the last date and time of submission of bids. Any clarification issued by RMGB will be in the form of an addendum/ corrigendum and will be uploaded on Bank's website and e-Procurement website i.e. www.rmgb.in and <https://etender.sbi> respectively and no separate newspaper advertisement will be released. The amendment will be binding on all bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates / amendments.
- f) In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.
- g) It will be the sole discretion of the Bank to accept/reject any/all suggestion put forward by the vendors.

4.6 Cost of Preparing the Bids

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

4.7 Period of Validity of Bids

- a) Bids shall remain valid for a period of 90 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.
- c) The Bank reserves the right to call for fresh quotes any time during the validity period; if considered necessary.

4.8 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its bid after the bid submission but prior to the deadline prescribed for submission of Bids.
- b) No bid may be modified after the deadline for submission of Bids.
- c) No bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.9 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.

4.10 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.

4.11 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 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

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 submit duly signed and stamped acceptance on duplicate copy of empanelment letter and Bank Guarantee also as specified in this document within 20 (Twenty) days of date of issuance of letter. After that an agreement for Annual Maintenance Contract with the Bank would be executed by the vendor in the standard format drafted by RMGB, on a stamp paper of suitable denomination. Any change of address of the bidder should therefore be notified promptly to the Bank. The selected vendor shall provide the maintenance to the specified equipment's from the date of award of the work order/ contract or date informed by the Bank. After acceptance of empanelment letter bank will provide the Branch wise details of Online UPS Systems to the awarded bidder.

4.12 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 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.

4.13 Documentary Evidence Establishing Eligibility of Services & Conformity to Bidding Documents

- The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall be established to the Bank's satisfaction, that adequate, specialized expertise is available to ensure that the support services are responsive and the bidder will assume total responsibility for the fault-free



operation and maintenance of the systems during the AMC period and provide necessary maintenance services of the Branches and Offices under 15 districts of Rajasthan.

- b) Any deviations from services/ terms and conditions etc. should be clearly brought out in the bid.
- c) The Bidder should quote for the entire package on a single responsibility basis for the AMC of Online UPS Systems.

5. Validity Period

The rates quoted shall be valid for a period of two (2) years from the date of Empanelment letter. Rates quoted and tender offer valid for a shorter period shall be rejected by the Bank as non-responsive.

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-J** and price quoted should be inclusive of all taxes, service visit, as also cost of incidental services such as transportation, insurance etc. but exclusive of applicable GST which is payable extra. However, Prices quoted by the bidder shall be fixed during the bidder's performance of the Annual Maintenance Contract and shall not be subject to variation on any account, including changes in taxes, duties, levies, charges etc. The cost will not depend on any variation in USD/£/€ or any other foreign currency exchange rate. The Bank reserves the right to re-negotiate the prices in the event of change in the market prices, but the bank shall not be bound to re-negotiate the prices.

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. Detailed Procedure for Evaluation of Bids

7.1 Opening of Technical Bids by the Bank

- a) The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening.
- b) Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

7.2 Preliminary Examination

- a) The Bank will examine the bids against Bidder's Eligibility Criteria mentioned as per **Annexure-D** under General evaluation and determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) Prior to the detailed technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without



any deviations.

- c) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

7.3 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.

- a) Technical completeness of the bid.
- b) 100% Compliance with SLA Terms & Conditions i.e. **Annexure-C: SLA Terms & Conditions for Online UPS Systems Maintenance Services along with supporting documents.**
- c) Compliance to Bidder's eligibility criteria **Annexure-D**
- d) Bidder's experience and ability to complete the project task at Bank's locations.
- e) Compliance to other requisites as detailed in this Document.
- f) The Bank reserves the right to evaluate the bids on technical expertise in maintaining the equipment's etc.
- g) During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing in both soft copy and hard copy and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

7.4 Commercial Bid Evaluation Considerations

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

For finalization of the most competitive offer, Bank will conduct 'Online Reverse Auction'. The bidder will be allowed to participate in Online Reverse Auction for commercial bid submission and the bidder with the lowest commercials on Grand total for per year for all items listed in **Annexure-J** will be declared successful L-1 bidder and shall be considered for awarding the empanelment of Annual Maintenance Contract for Online UPS (Uninterrupted Power Service) Systems. The detailed procedure of Online Reverse Auction will be provided by Bank to the bidder qualified in Technical Evaluation.

- a) Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Online Reverse Auction conducted by the Bank's authorized procurement service provider, details of which are provided in **Annexure-L**. Specific rules for this particular event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the Bank/Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction" under E-Procurement process.
- b) The Indicative commercial offers (total cost) may be taken as to decide the starting bid of the Online Reverse Auction and not for deciding the L-1 status. Bidders should

- note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- c) The L1 Bidder will be selected on the basis of net total of the price evaluation for per year as quoted in Online Reverse Auction.
- d) The successful bidder is required to provide price breakup in **Annexure-J** within 3 (three) days of conclusion of the Reverse Auction. Failure or refusal to offer the AMC services at the price committed through Online Reverse Auction shall result in forfeit of the EMD to Bank, which please be noted.
- e) The final decision on the bidder will be taken by Bank. Bank reserves the right to reject any or all proposals at any stage of process. Similarly, it reserves the right not to include any bidder in the final short-list.
- f) Arithmetic errors, if any, in the price breakup format will be rectified as under:
- If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

8. Rules for Re-Reverse Auction

Bank may consider the option of a Re-reverse Auction in following circumstances:

- During the process of reverse auctions, if there is either no bids from logged in bidders or only one bidder puts up bid/s, Bank may decide a re-reverse auction as per the details given under—
 - If the start price for the Reverse Auction was concluded by indicative price quoted by bidders.
 - If the start price for the Reverse Auction event is decided by Bank.

In both the above cases Bank may amend start price for the Reverse Auction either by taking fresh Indicative prices from all qualified bidders in sealed cover or Bank may decide Re-reverse Auction while further amending the start price.

- In the above circumstances, the Bank may take a decision on re-reverse auction.

9. Execution of Agreement

format of the Agreement to be executed by the successful vendor 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 vendor 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 vendor 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.

The EMD amount of the unsuccessful Bidders shall be returned after Technical/Commercial Evaluation and the EMD of the successful Bidder(s) will be released after the execution of the agreement/acceptance of the work order for AMC and submission of Performance Bank Guarantee in the format as per the **Annexure-H**.

10. The EMD may be forfeited

- If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- 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
- 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 20 (Twenty) days from date of award of the contract.

11. Signing of Contract

- In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- Failure of the successful Bidder to comply with the requirement of Clause 10(a) (if required) or Clause 12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

12. Force Majeure

- Notwithstanding the provisions of Tender Terms & Conditions, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Miscellaneous

- a) The selected Bidder should carry out all maintenance tasks in coordination with the 14 Regional Business offices and Head Office of RMGB depending on the Bank's requirement.
- b) The selected Bidder should undertake, during the period of contract, if required by the Bank, to continue to provide maintenance services to the equipment, if relocated/ shifted to other Site/Location.
- c) The selected Bidder should undertake to implement the observations/ recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- d) The vendor(s) are not permitted to authorize their dealers etc., (including individuals and third-party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will refuse such requests and arrangements.
- e) The vendors are required to quote AMC rate in rupees for each type of item. For this purpose, the indicative Configuration/specification of broad categories of Online UPS is placed at **Annexure-F**. Please note that these are only broad categories of configurations/items of UPS, which may vary either side. The AMC is on as is where is basis during the currency of the contract.
- f) In the event of L-1 vendor back outs or Bank rejects the proposal of L1 bidder on the ground of poor supports & services, the Bank may award the AMC to L2 bidder provided they match the prices with that of the L-1 vendor and/or security deposit of the L1 vendor will be forfeited.
- g) Bank at its discretion may split the contract between L1 and L2 vendors in the ratio of 3:2 clusters provided L2 match the quotes of L1 vendor and agrees for all terms and conditions. In case L2 vendor is not willing, bank will call L3, L4 etc. in that order to step into the shoes of L2 vendor. In the event of L3, L4 etc., vendor not matching the L1 rates, the entire quantity will be awarded to L1 vendor. Preference of the selection of the clusters will be given to L1 bidder.
- h) The Bank shall not consider any request in change of rates of AMC due to any reason whatsoever, during the period of contract.
- i) Annual Maintenance Contract in respect of UPS under warranty period will take effect immediately after the expiry of the warranty period.
- j) All the spares of various Makes & Configuration of UPS will form an integral part of Annual Maintenance Contract.

14. Penalty

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

15. Right to Alter Quantities

Quantities as mentioned in **Annexure-F** 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.



16. 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 there from. 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.

17. 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 & 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.

18. Performance Bank Guarantee (PBG)

- The empanelled vendor shall submit a Performance Bank Guarantee amounting to 10% of AMC Value as per **Annexure-H**: Performa for Performance Bank Guarantee valid for 27 (Twenty Seven) months from Scheduled commercial Bank from the date of empanelment letter at RMGB, HO immediately after acceptance of Bank's empanelment letter but within 20 (Twenty) days of acceptance of empanelment letter.
- 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.
- 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.

19. Publicity

The vendor shall ensure that the name of the bank does not appear in any of its advertisements, product demonstrations, sale promotion schemes, or any publicity initiatives, without obtaining explicit written permission of the Bank in this regard. The bank, however, reserved the right to reject any such request made by vendor.



20. Resolution of Disputes

The bids and any contract resulting there from shall be governed by Indian laws. All dispute or differences whatsoever arising between the selected bidder and 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 days' 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, Rajasthan.

The award shall be final and binding on both the parties and shall apply to the empanelment contract. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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, Rajasthan under the exclusive jurisdiction of courts in Jodhpur.

21. Addresses for Notices

The following shall be the address of the Bank and Vendor:

Bank's address for notice purposes:

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

Vendor's address for notice purposes: <<<To be filled in by the Vendor>>>

Note: A notice shall be effective when delivered or on effective date of the notice whichever later.



22. Taxes and Duties

- a) The Vendor will be entirely responsible for all applicable taxes in connection with delivery of products / services at site. Payment of service tax alone, if applicable, will be paid at actual.
- b) **Income / Corporate Taxes in India:** The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial bid by the Vendor shall include all such taxes in the contract price.
- c) **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- d) The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- e) The AMC vendor shall fully comply with all the applicable laws, rules and regulations. The AMC vendor shall indemnify the Bank against any action taken under any statute, rules, regulations, by-laws, etc. regarding the engagement of staff by the AMC vendor for discharging the work under this contract. The AMC vendor will be liable to reimburse to the Bank any loss or damage caused to the Bank on account of any breach of law on the part of AMC vendor or its staff. The AMC vendor shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of statutory provisions/obligations.

23. Vendor's obligations

- a) The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b) The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment/spare parts to the location where maintenance services are to be provided. The Bank would only provide necessary letters for enabling procurement of the same, if required.
- c) The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and maintenance activities.
- d) The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- e) The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.



- f) The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

24. Limitation of liability:

Under no circumstances shall either party be liable for indirect, incidental, consequential, special or exemplary damages from termination of this Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. The aggregate liability of either party under this agreement shall not exceed the total value of this contract.

25. Termination for Insolvency

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

26. Termination for Convenience

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

27. 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.

28. 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.

29. Payment Receipt Terms

- Payment shall be made in Indian Rupees.
- Vendor shall raise quarterly invoices to Head Office. Payment of AMC will be made quarterly in arrears within 15 days by Head Office, after the receipt of Invoice and deduction of penalty charges, if any, imposed by the Bank.
- Vendors will have to submit the AMC bill and details of the Call Logged i.e. Branch No., Branch Name, Call Logged Date & Time, Call Resolved Date & Time, Complaint Type etc. for the quarters to Head Office.
- Head Office will verify the bills and evaluate the uptime/downtime efficiency of



Reference No.: RMGB/ IT/01/2022-23
Dated: 03-06-2022
RFP for AMC of Online UPS Systems



राजस्थान मरुधरा ग्रामीण बैंक
RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

branches. After computation the same, payments will be made to vendor by Head Office.

e) Vendor has to conduct Preventive Maintenance at least once in six months.

Note- Vendor has to submit Preventive Maintenance report every six months.



☎: 0291-2593155
✉: itsd_cbs@rmgb.in
website : www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

Annexure - A

Tender Offer Covering Letter

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

Dated: __/__/____

To,

The General Manager

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

Dear Sir,

Subject: Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ATMs of RMGB

We have examined the tender documents including all annexure the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any, furnished by the Bank and we, the undersigned, offer to provide service for Comprehensive Annual Maintenance Contract (CAMC) of Online UPS Systems as per **Annexure-F** at various Branches/Offices/ATMs of RMGB.

While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The prices quoted in the indicative commercial bids for maintenance services are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

We understand that the tender document provides generic specifications about all the items and 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 bid, 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 enforce 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 lowest or any offer the Bank may receive.

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

We certify that we have provided all the information requested by the bank in the format requested. 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.

Place:

Date:

Seal and signature of the bidder



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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ATMs of RMGB

SN	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution	Enclose: 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.)	Enclose: 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	
9	Description of business and business background Service Profile & client profile, Domestic & International presence, Alliance and joint ventures	
	Details of revenue, profit and Turnover of bidder	Revenue, Profit and Annual Turnover pertaining to 2018-19, 2019-20,2020-21 (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 RFP document.



2. 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 RFP document, in short listing of bidders.
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 90 days, from the date of opening of the Bid.
5. We confirm that we have noted the contents of the RFP 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/- in the form of NEFT/ RTGS favoring Rajasthan Marudhara Gramin Bank as per the NEFT/ RTGS details mentioned in Annexure-G. 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 L-1 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



Annexure - C

SLA Terms & Conditions for Online UPS Systems Maintenance Services

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

1. Period of AMC

- The rates of AMC called for shall remain in force up-to two years from the award of AMC to the vendor. However, the bank may on its discretion, extend/award fresh AMC for the third consecutive year also at the same rate with mutual consent of the vendor. The bank reserves the right to terminate the AMC at any time without assigning reason thereof. The AMC will be renewed yearly after completion of initial two years period.
- If the Bank opts for continuing AMC with the vendor for the third year also, the vendor shall provide maintenance services for the equipment at the quoted rates for the third year also. The vendor shall not increase the AMC rates and shall keep them frozen for the extended period of AMC.
- The bank may on its discretion, continue the AMC with the vendor for subsequent years also at the mutually negotiated rates on same terms and conditions with mutual consent of the vendor.

2. Scope of AMC services:

- AMC shall cover maintenance/ up gradation/ change/ replacement/ installation of all types of Online UPS System purchased by the bank (existing / new). AMC shall include the repair / replacement of defective parts with the parts of equivalent or higher specification and details of replacement should be provided to the competent authority. A standby arrangement is also mandatory in such cases.
- The Vendor will maintain inventory of UPS Spare parts, Cards etc. at all locations with identified Serial No./Machine No. All UPS Systems under AMC will bear tags with Serial No., Machine No., Phone/Mobile No. of AMC vendor. The quarterly AMC payment will be made on the basis of the inventory. **Further the vendor will provide the detailed inventory of the UPS System all the branches/offices (under AMC/Warranty) in the Bank provided format and shall be reviewed at least half yearly.**
- The AMC vendor will also require to co-ordinate with the vendor for the UPS Systems which are under warranty for resolution of the problems.
- AMC of the Online UPS Systems equipment under warranty will commence immediately after the expiry of the warranty.
- AMC shall be comprehensive in nature and the AMC Vendor should provide a helpdesk to act as a Single Point of Contact (SPOC) over phone, email for managing all requests for services, complaint logged by our Branches/Offices on all Bank working days from Monday to Saturday support basis. The vendor must provide the user with a complaint number for new service request over Phone or Email or SMS. Escalation matrix and Service Engineer Details for support should also be provided with full details as per

Annexure-K.



However, Bank may also ask the vendor to come on Sunday/Holiday and beyond working hours, if required.

- f) It shall be the responsibility of the vendor to make all Online UPS Systems work satisfactorily throughout the contract period and to hand over the system in working condition to the Bank after expiry of the Comprehensive Annual Maintenance Contract.
- g) Responsibility for adequate earthing will be Bank's but the vendor has to advise the bank in writing in case earthing is inadequate.
- h) Engineers have to bring their own tool kits and testing instruments required for checking, testing and attending to routine maintenance and breakdowns of Online UPS System.

3. **AMC for UPS hardware Components:** Onsite comprehensive AMC for all the UPS hardware components including free replacement of spare parts etc. during the period of the contract.

During the AMC period, the vendor will have to undertake comprehensive maintenance/support of the entire UPS and UPS parts not limited to PCBs, AC & DC Fan, Transformer(Invertor/Isolation), AC & DC Capacitors, Rectifiers 36A/40A etc. various types of HRC, AC filters etc., Relay, IGBT 100A/150A and other components etc. under the contract at no cost to the Bank.

During the AMC period the Vendor shall be responsible for all costs relating to labour, any spares, maintenance (preventive and corrective), compliance of security requirement and transport charges from and to the Site(s) in connection with the repair/ replacement of the equipment/ components or any component/ part there under, which under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to work as specified. Availability of spare parts, cards and kits should be ensured.

4. **On-site comprehensive AMC:**

AMC would be on-site and comprehensive in nature. The comprehensive AMC would include all components and accessories, which are an integral part of the complete system required to operate the system satisfactorily. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

5. **Maintenance Contract (MC):**

- a) The vendor shall provide onsite comprehensive maintenance services for all the Online UPS Systems at quoted rate during the contract period. Payment of AMC will be made quarterly in arrear within 15 days after the receipt of the undisputed invoices.
- b) Agreement for Annual Maintenance with the Bank would be executed by the vendor in the standard format designed by RMGB, on a stamp paper of suitable denomination.

6. **Vendor's comprehensive maintenance and administration/ management of Online UPS System equipment, components, cards during AMC period** – The selected vendor shall ensure that services of professionally qualified personnel are available at the specified



project site for **providing comprehensive on-site maintenance** of Online UPS equipment/ components for the period of contract, where the UPS systems have been installed and operationalized. Comprehensive Maintenance shall include, among other things, day to day maintenance of the UPS systems as per the Bank's policy, repairing of UPS Systems, compliance to security policy requirements, etc. when required or in the event of system crashes/malfunctioning, arranging and configuring facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at the Project site or other locale where required whenever essential. In case of failure of UPS Systems the vendor shall ensure that UPS system is made operational to the full satisfaction of the Bank.

In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- Diagnostics for identification of systems failures
- Protection of recordings
- Recovery/ restart facility
- Reinstallation of Online UPS System

7. During the term of the contract, the VENDOR will maintain all the Online UPS Systems 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 who have expertise in the repairing and maintenance of Online UPS System will provide these services.
- b) The vendor shall rectify any defects, faults and failures in the UPS Systems and shall repair/replace worn out or defective part of the UPS Systems as per the SLA requirement. In case any defects, faults and failures in the UPS Systems could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if warrants. 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 keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

The vendor shall ensure to maintain stand-by UPS System of 2 KVA, 3 KVA, 5 KVA and 10 KVA at all 14 Regional Business Office & Head Office, so as to maintain the required uptime at any point of time for the machines.

The List is indicative vendor may maintain more stocks of terms/inventory to ensure continuity of operation at each cluster

SN	UPS Specification	Quantity
1	2 KVA	2 system at all Regional Business Office
2	3 KVA	3 system at all Regional Business Office
3	5 KVA	1 system at all Regional Business Office
4	10 KVA	2 at Head Office, Jodhpur



AMC vendor will show inventory of spare parts at least once in a month and it may be cross checked by the Bank at any time.

c) The vendor will have to carry out the work during the above contract period and in the event of vendor's inability to do the same due to any reason whatsoever, the work will be got done through another AMC vendor & penalty amount directly proportionate to loss suffered by Bank due to non-performance /poor quality of services given will be deducted from AMC dues of the defaulting vendor.

d) The AMC vendor shall be responsible to ensure uninterrupted services on all days to the Bank even if any staff engaged by company / firm is on leave or on weekly rest and/or on holidays to which he/she is entitled under the arrangement with the company / firm.

e) Support Requirements:

1. The engineers shall be dedicated for RMGB use only and shall report to and operate from designated RMGB Head Office & Regional Business Office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement and tender as per mentioned in **Annexure-K**. 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.**
2. 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. Vendor will have the right to change Service engineer(s) deputed. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.
4. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
5. Call register (spiral)/ system based application will be maintained by the AMC team to enter all the calls received personally or on phone for support. Call sheets must indicate the Branch/office name, name of the bank's official, nature of complaint, the solution provided with time & date and the signature of the complainant.
6. All Engineers should be accessible through telephone/mobile phone to facilitate prompt communication; non-availability of Engineer on any particular day should be conveyed in advance to the Head Office of the Bank as well as respective Regional Business Office and alternative arrangements should be worked out.
7. **Third Party Maintenance-** AMC service to be provided by the vendors through their own engineers and not through their dealers / distributors/ stockiest /franchisees etc. (including individuals and third party firms/companies)
8. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support, shifting of Online UPS System (Full or Partial) etc. Sometimes these activities may have to be carried out during



Holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.

9. Escalation matrix should be made available to the Bank at the beginning of contract and each time the matrix changes i.e. **Annexure-K**.

f) Resolution Time / Penalty/ SLA conditions:

The vendor shall correct any fault and failures in the Online UPS System and shall repair and replace worn or defective parts of the UPS Systems immediately. The vendor shall ensure that faults and failures intimated by RMGB must be diagnosed and repaired within stipulated timelines as below.

Maintenance services shall be available on all working days of the Bank's Branches/Offices Monday through Saturday. The services should be available from 10:00 AM to 5:00 PM.

1. Service Levels expected

Any UPS system that is reported to be down by 2:00 PM on a given day should be either fully repaired or replaced by a temporary substitute (of equivalent configuration) before 9:30 AM the next day. Any UPS system reported down after 2:00 PM should be either fully repaired or replaced by 2:00 PM of next working day.

The vendor shall arrange for standby UPS, if they are not able to resolve the problem within the stipulated resolution period or UPS taken away for repairs. In any case, if the UPS repair is likely to take more than 24 hours, alternative spare must be arranged to make the system operational so that work at the Branch/Office are not affected.

Vendor shall give an undertaking that sufficient quantity of spares for Online UPS Systems will be kept as stock during the warranty period.

All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

Annual Maintenance Contract will be comprehensive in nature.

- AMC will not cover physical damage due to the following – unauthorized person does any work internally or externally on the machine/equipment.
- AMC price will not include battery replacement.
- In case of relocation of UPS, vendor should assist us to uninstall and reinstall the UPS at new place without charge.

2. Preventive Maintenance

The VENDOR shall conduct Preventive Maintenance at least once in six month in consultation with the concerned Branch/Office, during AMC Period. Preventive



Maintenance will include inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the UPS system equipment, and necessary repair of the equipment, replacement of worn-out parts, checking the UPS systems. Value additions are welcome from the Vendor.

Notwithstanding the foregoing, the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance. If vendor fails to carryout preventive maintenance during six monthly, pro-rata charges may be deducted by the Bank at its own discretion.

All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

3. Uptime Guarantee

Vendor will have to ensure a **minimum uptime of 98%** at all times, calculated on quarterly basis. The total downtime at a branch will be calculated as the period an item was not working 24 hours in a day will be taken for calculation of UPS Uptime Efficiency.

UPS uptime efficiency shall be computed as under-
(Total Time - Down Time) / (Total time) * 100

Where downtime is the time involved while any UPS System is inoperative or operates inconsistently or erratically.

4. Penalty Provision

If the UPS System is not up within the time indicated in Para 7.f.(1) above and standby provision is not provided, the following penalty rates would be applied.

SN	Period for delay	Penalty Amount (In rupees)
1	Upto 2 Hour	Nil
2	Upto 4 Hours	250
3	Upto 8 Hours	500
4	Thereafter penalty upto 3 days (per day)	700
5	Penalty beyond 3 days (per day)	1000

- The downtime starts from the time of fault reporting by any means (Telephonic/Fax/Email/SMS etc.) and ends at repair / standby provision.
- The total penalty liable will be to the extent of 25% of the total AMC payments.
- However, the down time is due to Force Majeure as stipulated in tender and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
- The time of delay/default for determination of penalty will be calculated from the time of lodgment of complaint at the dedicated toll-free number/e-mail/fax provided

- by the AMC vendor for the purpose, or from the copy of the call sheet duly signed by the Branch officials.
- e) The time of delay/default for determination of penalty will be calculated from the time of lodgment of complaint at the dedicated toll free number/e-mail/fax provided by the AMC vendor for the purpose, or from the copy of the call sheet duly signed by the Branch officials.
- f) If the delay in repair/maintenance/up gradation is more than 8 hours and the same is attributable to the vendor/his representative, the Bank may hire the services of bonafide third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intensions of hiring third party.
- g) Any penalty due during AMC period will be adjusted against the quarterly payments.
- h) The vendor shall also guarantee that there shall not be more than three failures of critical components of the equipment in any calendar quarter at any site. In the event of more than three failures in these critical components, the vendor shall **REPLACE** the defective equipment with **NEW** compatible equipment, acceptable to the BANK immediately.
- i) In the event of repeated failures of the equipment, the vendor shall **REPLACE** the defective UPS system with new UPS system on demand from the Bank.
- j) If any UPS System will be declared non-repairable by the Vendor during the AMC period, Bank has rights to take second opinion from outside vendor and if found repairable then Bank will recover the 125% of the repairing cost from AMC Vendor.
- 5. Posting of qualified Service Engineers and Team Leader for repair and maintenance services (Annexure-K):**

Qualified maintenance engineers very familiar with the UPS Systems details provided in this Tender Document, shall perform all repairs and maintenance service described herein. The vendor shall post qualified service engineer(s) during AMC period for trouble shooting, repair and replacement of UPS system and spare parts and render such other support services, as may be necessary for satisfactory functioning of the UPS 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 Vendor should verify the qualification of the candidate employed by him for the Support Service of the Bank (e.g. Qualification/Experience/Other Personal information) with due diligence and also conduct Police Verification before deputing in Bank.

The technical support service engineers:

- a) Should be responsible for the overall technical support of the area he is working.
b) Should have proven expertise in rendering support services in similar capacity.
c) Should have a minimum of 2 years' experience

KYC and Documentary evidence in this regard will have to be produced to us before deployment of staff.



6. Every time a preventive or corrective maintenance is carried out, the Vendor'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.
7. Vendor shall ensure that vendor's key personnel with relevant skill are always available to the Bank. Vendor should ensure the quality of methodologies for delivering the services and its adherence to quality standard.
8. The vendor shall be liable to replace resident engineer if bank is not satisfied with his/her performance.
9. **Minimum one qualified engineer per Regional Business Office with minimum 2 year of experience should be aligned dedicatedly for RMGB only.**

One team leader with minimum 5 years' experience in similar fields at Head Office, Jodhpur will be required to be posted. The service engineer aligned with the region will report the daily work performance to concerned Technical Officer / Regional Manager at Regional Business Office.

10. All the engineers must be provided with mobile phones and should carry vendor identity card. They should be available on all working days from Monday to Saturday. At least one of the engineers 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 vendor, he/she must be substituted by another engineer on that day.
11. The Bank will be within its own rights to refuse permission without assigning any reason to any or all the staff of the AMC vendor from entering the Bank premises.
12. 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.
13. In case of resident engineers, any shortfall in staff of AMC vendor on any working day is to be made up by substitutes. If there is any shortfall found on any day the Bank may deduct Rs.500.00 per employee per day from the quarterly payment of the AMC vendor at their discretion.
8. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
9. The VENDOR'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.
10. The Bank reserves the right to shift the equipment at any location.
11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or



implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment covered by the AMC or to any property of the Bank even if it is not covered by the AMC, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
13. **Validity of agreement:** The agreement/ SLA will be valid for a period of the AMC contract period i.e. 2 years from the date of PO. Bank reserves the right to terminate the agreement until the agreement/ SLA is executed, the terms and conditions of this RFP will prevail on all participating bidders.
14. The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.

15. Future addition/deletion of Online UPS Systems:

15.1. The Bank would have the right to

- Shift supplied UPS Systems to an alternative site of its choice.
- Expand the capacity/ enhance the features/ upgrade the UPS System supplied, either from the vendor, or another vendor.
- Annual Maintenance Contract in respect of Online UPS System under warranty period will take effect immediately after the expiry of the warranty/AMC period.
- Bank may decide to add or remove certain UPS System from the Comprehensive AMC at any point of time during the contract. Payment for any inclusion/deletion of UPS system during the Comprehensive AMC period will be calculated on pro-rata basis. No advance payment of AMC charges will be made in any case.

15.2. The AMC terms would not be considered as violated if any of (a), (b), (c) or (d) above takes place. Should there be a fault in the operations of the UPS System, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

16. CONFIDENTIALITY:

16.1. The VENDOR 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 VENDOR 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 VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also. **In this regards vendor has to sign Non-Disclosure Agreement (NDA) in the format provided by the Bank, if required by the Bank.**



Reference No.: RMGB/ IT/01/2022-23
Dated: 03-06-2022
RFP for AMC of Online UPS Systems



राजस्थान मरुधरा ग्रामीण बैंक
RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

16.2. The VENDOR / Bank will treat as confidential all data and information about the VENDOR/ 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.

Place:
Date:

Seal & Signature of the bidder



☎: 0291-2593155
✉: itsd_cbs@rmgb.in
website: www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

Bidder's Eligibility Criteria

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.) - 342003

Dear Sir,

Subject: **Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB**

SN	Criteria	Proof to be submitted	Compliance (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 letter head.	
3.	The bidder must have service centres in operation area of our bank.	Attach list of service centres along with incharge person name and contact details.	
4.	The Bidder should have an total turnover of Rs. 1.00 Crore or above from Service / Maintenance of Online UPS Systems during last 3 years.	Attach Work Order and/or CA certified copies of the financial statements of AMC Segment for FY 2018-19, 2019-20 & 2020-21	
5.	Bidder must have an at least past 3 years experience of successfully executing minimum 2 works of Annual Maintenance Contract for minimum 1200 numbers of Online UPS System during last 3 years in multiple locations in India and out of 1200, Bidder must have AMC of minimum 500 numbers of Online UPS System in Rajasthan to Government Institutions/ undertakings/ affiliated bodies/ Banks/ Financial Institutions/ PSUs.	The Bidders must submit certified copies of Purchase / Work Order. Also, submit latest satisfactory performance certificate from 3 different clients.	
6.	Net worth of the vendors must be in positive during the last 3 years.	Attach audited Balance Sheet & PNL of FY 2018-19, 2019-20 & 2020-21 of the company along with CA Certified copies of Net worth	

Reference No.: RMGB/ IT/01/2022-23
Dated: 03-06-2022
RFP for AMC of Online UPS Systems



राजस्थान मरुधरा ग्रामीण बैंक
RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं राष्ट्रीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

7.	The bidder should have been registered for PAN and GST.	Attach copies of PAN and GST registration certificate	
8.	The bidder should have well established and certified standards / procedures for all the services rendered.		

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.

Place:
Date:

Seal & Signature of the bidder



☎: 0291-2593155
✉: itsd_cbs@rmgb.in
website : www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
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जोधपुर (राज.) 3420 03

Information Technology Department
Head Office : "Tulsi Tower"
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Jodhpur (Raj.) 342 003

Reference No.: RMGB/ IT/01/2022-23
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RFP for AMC of Online UPS Systems



राजस्थान मरुधरा ग्रामीण बैंक
RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उपक्रम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

Annexure - E

**Detail of District Wise Bank locations for AMC of
Online UPS Systems**

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: **Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB**

We undertake to provide the service for maintenance of Online UPS Systems installed at various Branches/Offices/ATM 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	NAGAU
12	PALI
13	UDAIPUR
14	RAJSAMAND
15	PRATAPGARH

Place:

Date:

Seal & Signature of the bidder



☎: 0291-2593155
✉: ittd_cbs@rmgb.in
website : www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

Annexure -F

Online UPS Systems – Make & Model and Quantity to be covered under this AMC

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB

S.N.	Particular (Make)	1 KVA	2KVA	3KVA	5KVA	6KVA	10 KVA	12 KVA	Total UPS
1	TRITONICS	0	5	146	2	0	0	0	153
2	NUMERIC	0	42	61	0	0	0	0	103
3	AVO	0	3	93	0	6	0	1	103
4	TECHSER	0	16	67	10	0	2	0	95
5	Other (BPE, CONSUL, HI_REL, PROSTARM, RADETRON, SYNERGY, UNILINE)	5	6	19	0	3	0	0	33
	Grand Total	5	72	386	12	9	2	1	487

(These are indicative Make/Model & quantity. Actual Make/Model & quantity to be verified and tagged by the bidder at the locations after entering into Annual Maintenance Contract within first quarter along with submission of AMC Quarterly Bill.)

Please note that above mentioned quantities may be increased or decreased and payment will be made on actual basis.

L1 will be decided on the basis of the total amount quoted in the online reverse auction.

We confirm that we comply with all the specifications/requirements mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Note: Bidders has to comply to arrange the spare parts as required for the repairing of the different equipment from the market without any cost to Bank.

Place:
Date:

Seal & Signature of the bidder



Reference No.: RMGB/ IT/01/2022-23
Dated: 03-06-2022
RFP for AMC of Online UPS Systems



आरएमजीबी
R M G B
राजस्थान मरुधरा ग्रामीण बैंक
RAJASTHAN MARUDHARA GRAMIN BANK
(भारत सरकार, राजस्थान सरकार एवं भारतीय स्टेट बैंक का संयुक्त उद्यम)
(Joint Venture of Govt. of India, Govt. of Rajasthan and State Bank of India)

Annexure - G

Bank's NEFT Details

Beneficiary Name : Rajasthan Marudhara Gramin Bank
Account No. : 51042930255
Bank Name : State Bank of India
Branch Code & Name : 31202 & Sardarpura Branch
IFSC Code : SBIN0031202



☎: 0291-2593155
✉: itsd_cbs@rmgb.in
website : www.rmgb.in

सूचना प्रौद्योगिकी विभाग
प्रधान कार्यालय : "तुलसी टॉवर"
9वीं बी रोड, सरदारपुरा
जोधपुर (राज.) 342003

Information Technology Department
Head Office : "Tulsi Tower"
9th B Road, Sardarpura
Jodhpur (Raj.) 342 003

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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

In consideration of Rajasthan Marudhara Gramin Bank (hereinafter called "the RMGB") having its office at the aforesaid address, having agreed to engage for Annual Maintenance Contract of Online UPS Systems M/s _____ from _____ having its office at _____ (hereinafter called "the said Supplier/Vendor/Contractor") under the terms and conditions of an Agreement dated _____ (Empanelment letter date, hereinafter called "the said Agreement").

Towards the security for the due fulfillment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contractor shall provide a bank Guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of the bank) (hereinafter referred to as "the Bank") at the request of _____ (Supplier/Vendor/Contractor) do hereby undertake and guarantee to pay to the RMGB an amount not exceeding Rs. _____ (either in lump sum or in parts) against any loss or damage caused to or suffered or would be caused to or suffered by the RMGB by reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement.

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,

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)



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.



Notwithstanding anything contained herein above:

- The liability of the Bank under the guarantee shall not exceed _____ (in words).
- This Bank Guarantee shall be valid till either till _____ or till the issue of a fresh Bank Guarantee to the RMGB with an 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.
- 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.
- 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 not 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 of _____-2022

Signature

Name

Designation with Bank stamp



Indicative Commercial Proposal

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: Indicative Commercial Proposal for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMS of RMGB

Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices ATMs of RMGB

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Commercial Bid of Rs. _____ per year (Rupees _____) (Total Proposal amount in words and figures) for annual maintenance contract of Online UPS Systems at various Branches/ Offices/ ATMs under area of operation of bank in conformity with the said Bidding documents

SN	Item	Quantity	Amount (Rs)* per Year
1	Annual maintenance contract (AMC) of Online UPS Systems as mentioned in the Annexure-F at various Branches/Offices/ATMs under area of operation of bank as mentioned in Annexure-E .	Package Basis	

* Including all applicable taxes but excluding GST (Payable extra on actual Basis)

Place:

Date:

Seal & Signature of the bidder



Annexure - J

Commercial Price Breakup Schedule

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: Commercial Price Breakup Schedule for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB

Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB

We confirm that we have quoted Rs. _____ (Price quoted on Total cost to RMGB) as our final lump sum price during the Commercial Bid through Online Reverse Auction conducted on dated _____. The price breakup for the same is as under:

SN	UPS Specification	Tentative quantity of UPS (A)	AMC Rate(Rs.) per UPS per Year (B)	Total AMC cost (Rs.) per year (C)
1	1 KVA	5		
2	2 KVA	72		
3	3 KVA	386		
4	5 KVA	12		
5	6 KVA	9		
6	10 KVA	2		
7	12 KVA	1		
Grand Total of (C) in numbers				
Grand Total of (C) in words				

* Including all applicable taxes but excluding GST (Payable extra on actual Basis)

We understand and note that quantity mentioned above is notional and for illustration purpose only to arrive at L-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 for repair & maintenance of Online UPS Systems.

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

- If there is a discrepancy between words and figures, the amount in words shall prevail.
- 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 bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
- All liability related to non-compliance of minimum wages requirement and any other law will be responsibility of the bidder.
- The bank shall not incur any liability to the affected bidder on account of such rejection.
- 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



Annexure - K

Escalation Matrix and Service Engineer Details

(This letter should be 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,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

Dear Sir,

Subject: Bid Reference Number: RMGB/IT/01/2022-23 Dated: 03/06/2022 for Empanelment of vendor for Annual Maintenance Contract (AMC) of Online UPS Systems at various Branches/ Offices/ ATMs of RMGB

Escalation Matrix:

Escalation Level	1st Level	2nd Level	3rd Level
Employee Name			
Designation			
Contact No.			
Email ID			
Address			

Details of Service Engineers

Employee Name	Employee No.	Contact No.	Qualification	Experience (Years)	Specialization

Place:

Date:

Seal & Signature of the bidder

Annexure - L

Details of e-Procurement Agency

<p>Online Submission of Technical & Commercial Bid</p> <p>AND</p> <p>Auction to be Conducted by</p>	<p>M/s e-Procurement Technologies Ltd. (Auction Tiger) A-801, Wall Street - II, Opp. Orient Club, Ellis Bridge, Ahmedabad - 380 006. Gujarat State, India</p> <p>Primary Contact Numbers M:- 9510812960/ 09904406300/ 9265562821</p> <p>E-mail ID: etender.support@sbi.co.in, nandan.v@eptl.in</p> <p>You are requested to contact the agency for further guidance on E tendering.</p> <p>Website: http://etender.sbi</p>
<p>System requirement for online bid submission</p>	<ul style="list-style-type: none">➤ Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.➤ Operating system - Windows 7 or above➤ It is mandatory for the Bank Officials & the Bidders to have a valid Digital Signature Certificate Signing and Encryption (Class II or Class III).



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 Annual Maintenance Contract (AMC) of Online UPS Systems 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.



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