

Uttar Bihar Gramin Bank

REQUEST FOR QUOTATION

For

ANNUAL MAINTENANCE CONTRACT

For

HARDWARE & PERIPHERALS

IN

HEAD OFFICE/BRANCHES/REGOINAL OFFICES/DC

OF

UTTAR BIHAR GRAMIN BANK

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Invitation for Tender:

Uttar Bihar Gramin Bank invites sealed quotations from eligible vendors fulfilling the criteria as specified in this document.

The details are given below:

Tender Reference No.	HO/GAD/13/20-21/167
Cost of Tender Copy	Rs. 1000.00
Date of issue of RFQ	From 28-05-2020
Last Date for Pre-Bid Query	05 th June 2020 at 5.30 PM
Last Date and Time for submission of sealed offers	11 th June 2020 at 3.00 PM
Date of Opening of Technical Bid	11 th June 2020 at 03.30 PM
Date of Opening of Commercial Bid	On a subsequent date which will be communicated to such bidders who qualify in the technical bid.
Address of Communication	General Manager GAD Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001(Bihar)
Contact Telephone Numbers	Phone :8102913039
Email Id:	smgad@ubgb.in, smit@ubgb.in
Bids to be submitted to	At above communication address

The bid has to be accompanied by Earnest Money Deposit of Rs. 200,000.00 (Rs. Two Lacs Only) in the form of a demand draft in favor of Uttar Bihar Gramin Bank payable at Muzaffarpur. Such draft should be in separate envelop marked as Earnest Money Deposit. Technical Specifications, Terms and Conditions and formats for submitting the tender offers are described in the tender document and it's Annexure.

The information provided by the bidders in response to this RFP document will become the property of Bank and will not be returned. Bank reserves the right to amend, revoke, issue corrigendum or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

(Rajesh Kumar) General Manager

Background:

Uttar Bihar Gramin Bank is interested in selection of vendor for comprehensive AMC and related services for all its PCs, Scanner, Printers and peripherals (Mentioned in Annexure II of this document) at various offices/Branches in Uttar Bihar Gramin Bank situated in the state of Bihar and Data Center in Mumbai.

For this purpose, the Bank is pleased to invite sealed bids from the Vendors who agree to the terms and conditions given below. Interested vendors may submit their bids along with supporting documents to our GAD department within the time period mentioned above. Sealed quotations from vendors are invited for Comprehensive Annual Maintenance of Computers (CPU, Monitor, and Keyboard& Mouse), Printers (including Printer Heads for all types of Printers) and scanners located at different branches/offices of UBGB, as third party maintenance, as specified in this document.

2. INSTRUCTIONS TO BIDDERS

2.1 Invitation Offer System

Only bidders who purchased the offer document by paying Rs 1000/- in the form of Demand Draft (nonrefundable) in favor of 'Uttar Bihar Gramin Bank' and payable at Muzaffarpur, may submit their Quotations. Bidders having franchise arrangements cannot quote.

2.1.1 Two Bid System Tender

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank's address given above, on or before the last date mentioned above. All envelopes should be securely sealed and stamped. Both sealed envelope may be sent in one envelope having mentioned of containing of technical Bid and financial Bids in separate envelop inside.

- > All envelopes should be securely sealed and stamped.
- > Only one Quotation of same type should be submitted.
- The unit rate / AMC amount for each item should be quoted. The quantity of the items may increase/decrease.
- > Any Quotation found to contain incomplete information is liable to be rejected outright.

However, bank has right to consider in case of minor incomplete information.

- > Type of Offer (Technical or Commercial)
- Due Date
- Name of Bidder

2.2 ENVELOPE-I (Technical Offer):

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

- The Technical Offer should give all relevant information as per Annexure I, Annexure –IV, Annexure-V and draft for tender copy i.e. Rs.1000/- fee should consist in this envelop and should not contradict the Commercial Offer in any manner.
- Earnest Money Deposit: The bid has to be accompanied by Earnest Money Deposit of Rs. 200,000.00 (Rs. Two Lacs Only) in the form of a demand draft issued by any scheduled commercial bank in favor of Uttar Bihar Gramin Bank payable at Muzaffarpur. Such draft should be in separate envelop marked as Earnest Money Deposit.
- The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture

- > Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- The EMD of the unsuccessful Bidders shall be returned within 3 weeks from the date of bid finalization.
- A format of the Agreement to be executed by the successful bidder with the Bank will be provided by the Bank. All terms and conditions of the tender will be part of the agreement. Please note that no change will be accepted in the terms and conditions incorporated in this document. In case of failure of the bidder to execute the agreement on the attached format, within the stipulated time, the Bank will be within its rights to cancel the allotment to the bidder and proceed with forfeiting of the EMD and other penal provisions, and allot the same to L2 bidder after he matches the price of L1 bidder.

> The EMD may be forfeited:

- If a Bidder withdraws his Bid during the period of Bid validity specified in this tender; 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 15 days.
- No interest will be paid on EMD

2.3 ENVELOPE-II (Commercial Offer):

The Commercial Offer should give all relevant price information as per **annexure VII A (comprehensive)**, **VII B &VII C (Non- comprehensive)**, and should not contradict the Technical Offer in any manner. Bank will decide to choose L1 Vendor based on either annexure VII A or VII B and C (collectively). Bank's decision shall be the final decision. These two envelopes containing the Technical, Commercial Offer should be submitted at the same time but in separate sealed covers. Please note that if an envelope is found to contain both technical and commercial offer, then that offer will be rejected outright. Apart from the above company offering should have to submit all annexure (VII A, VII B and VII C) and duly filled in this regard. Otherwise offer will be liable to get rejected out rightly.

2.4 Quotations

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

<u>The evaluation of L1 vendor will strictly based upon the basis of Total Cost of Ownership(TCO)</u>. Other vendors may be required to match the rates offered by L1 vendor.

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

2.5 Validity of Offer

The offer document would be valid for a period of 30 days from the date of opening of the bid. Bank reserves the rights to call for fresh quotes any time during the validity period, if considered necessary.

2.6 Address of Communication

Any communication regarding tender document should be made to the following office:

General Manager-GAD, Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 (Bihar)

2.7 Modification and Withdrawal of Offers.

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

2.8 Preliminary Scrutiny

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

2.9 Clarification of Offers

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

2.10 No Commitment to Accept Lowest bid or offer

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

2.11 Make and Models of the equipment.

The details of the equipment's available in a cluster, in brief, are mentioned in the Annexure II. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A vendor must quote unit rate for each item. Any bids having missing items for one or more items, will be liable to rejection. Quantity mentioned herewith is only tentative and may vary depending upon actual requirement.

2.12 Location of Hardware offered under AMC

Branches/ Offices are spread across Araria, Madhepura, Supaul, Saharsa, Kishanganj, Katihar, Purnea, Madhubani, Darbhanga, Sitamarhi, Muzaffarpur, Vaishali, East Champaran, West Champaran, Gopalganj, Siwan, Saran, Sheohar district of Bihar, Thirty systems sited at Data Center Mumbai. Vendors may visit the locations mentioned above and may check the inventory themselves prior intimation and approval from bank. After accepting tender no additional time would be given to vendor.

2.11 Erasures or Alterations

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

2.12 Costs & Currency

The offer must be made in Indian Rupees only and should include all the taxes and levies. VAT/GST/Goods and Service Tax will be payable extra as applicable.

2.13 No Negotiation

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

2.15 Right to Alter Quantities

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

2.16 Technical Support Staff:

- The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like K.Y.E etc.
- Would be responsible for the overall technical support of the area in which he is working
- Would have proven expertise in rendering support services in similar capacity.
- Would be responsible for employing a qualified B.E. / B.Tech or Diploma holder from a reputed university.
- The Head of support service Engineers in Head Office should be B.E / B.Tech/MCA. from a reputed university and should have a minimum of 5 years' experience.
- The engineer shall be dedicated for UBGB use only and shall report to and operate from a designated UBGB branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.
- Minimum two resident engineers per regional office with minimum 2 year of experiences, one call coordinator with minimum 2 year of experiences and one team leader with minimum 5 year of experiences in similar fields at Head Office, Muzaffarpur will be required to be posted. The service engineer assigned the Regional Office will sit at concerned Regional Office, and report the daily work performance to concerned Regional Manager at Regional Office.
- Vendor will have the right to change Service engineer(s) deputed in a region. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.
- The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, maintenance of spares etc.

- All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any particular time/day should be conveyed in advance to the branch & RO/ Head Office and alternative arrangements worked out.
- Escalation matrix to be submitted along with the technical bid.

The Vendor will ensure to have qualified engineers allocated exclusively for this assignment. These engineers should have complete knowledge of maintaining and repairing Laptop, Desktop PCs, Passbook Printers, 136 Col Printers, 80 Col Printers, Laser/Desk Jet Printers, Scanners as well as maintenance of Operating Systems mentioned in Scope of Work Below.

Engineer details along with attendance certificate should be shared by vendor to bank on monthly basis.

2.17 Price Variation and Supply of Spares

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

2.18 Confidentiality Clause

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

2.19 The bid should contain the following documents:

- Copy of Tender Document duly signed by Authorized Signatory
- Company Profile Details in support of Clause no 1 of this document to be highlighted.
- Details of service/support network (addresses, names of contact persons, phone numbers, and Engineers details.)
- Experience certificate of bidder in the relevant field for last three years.
- GST registration certificate.
- Escalation Matrix
- Undertaking Annexure IX
- BID Form Annexure -VIII
- Any other document required and asked for by the Bank during the course of processing the RFQ.

3. OTHER TERMS AND CONDITIONS

3.1 SCOPE OF WORK

3.1.1 The Comprehensive AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines and will include supply and replacement of unserviceable parts, at vendor's own cost. Once in each quarter, the vendor will perform Preventive Maintenance of all machines and the service reports will be duly signed by concerned IT officer/Bank official. At the time of submitting invoice for payment, the copy of the service report is to be submitted in specified format.

3.1.2 In the beginning of each quarter, vendor will prepare the inventory and will submit the same to our general administration department for approval and the payment for the quarter will be based on the approved inventory.

3.1.3 Vendor should also submit their engineer details with escalation matrix to respective Regional Offices as well as Head Office IT department.

3.1.3 In case of replacement of parts, the old/defective parts removed from the computer system will be property of the Bank.

3.1.4 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.

3.1.5 The Vendor will take call of warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back to back support from OEM/hardware vendor will be taken. Vendor will without fail extend all services available for AMC machines to Warranty machines also. Any part replacement will be facilitated by AMC vendor from OEM/supplier.

3.	3.1.6 Vendor shall maintain listed spare / full unit machines to facilitate any temporary replacement.					
	S.N. Spares/Full Unit Machine Quantity					
	1 CPU (Full Unit)		Min 3 in each RO			
	2	TFT Monitor,	1 for every 10 branches at each R.O			

Min 3 in each R.O

Min 3 in each R.O

1 for every 10 branches at each R.O

1 for every 10 branches at each R.O

Passbook Printer (Full Unit)

Scanner (Full Unit)

HDD

Mouse

3

4

5

6

3.1.6 Vender shall maintain listed spare / full unit machine

7	Keyboard	1 for every 10 branches at each R.O	
8	Printer Heads 1 for every 10 branches at each 1		
9	SMPS	1 for every 10 branches at each R.O	
10	Motherboard	1 for every 15 branches at each R.O	
11	CD/DVD Drive	1 for every 25 branches at each R.O	
12	RAM Chips	Sufficient Quantities	

The List is indicative; vendor may maintain more stocks of items / inventory to ensure continuity of operation at regional offices.

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

3.1.8 The Engineers provided should be proficient in loading different types of Operating Systems such Linux, UNIX, Windows etc.

3.1.9 The vendor will carry out preventive maintenance once within first fifteen days of commencement of the AMC agreement and once every subsequent quarter thereafter. If vendor fails to carryout preventive maintenance during a quarter, penalty of 20% of the AMC of the RO/Branches for the quarter will be levied.

3.1.10 All parts of Computer systems, Scanners, Laser Printers / Desk Jet Printers / Dot Matrix Printers / Passbook Printer (Printer cables, Printer Knobs, Printer heads, Paper Guide, Power cords, cables, Power adapter, I/O lets, Network equipment's, drums, Laser Printer Fuser Assembly set, Paper tray(s), all plastic parts etc.,) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.

3.2 HOURS OF SERVICE:

3.2.1 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days.

3.2.2 No work will be undertaken on Sundays and holidays except by prior arrangement and approval from Head Office/Regional Office.

3.2.3 The normal working hours of the Bank are from 10.30 A.M. to 5.30 P.M. on all weekdays (Except Second and Fourth Saturday). However, no additional charges / cost will be paid if the maintenance services are required beyond normal working hours.

3.3 DURATION OF CONTRACT:

3.3.1 The contract shall initially be valid for a period of 12 months from the date of commencement. However, the same shall be subject to renewal, at the sole discretion of Bank, on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall valid for 2 years in case of renewal, if mutually agreed by Bank and Vendor. For the extension of existing contract, vendor shall give two months' prior notice before the expiry of the contract; express its desire to renew the contract.

3.4 CARE OF THE EQUIPMENT:

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

3.4.2 The vendor shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 98% of the time in every month.

3.4.3 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement and approval from Head Office/Regional office.

3.4.4The vendor do hereby undertakes to attend breakdown calls on the same working day. Calls should be attended and completed within two working days.

3.4.5 In case any replacement of parts is required, the vendor shall ensure to complete the same within 2 working days. In case it is assessed that it is not possible to replace within 2 working days, due to explainable reasons, the vendor shall provide replacement spare machine to branch on third day till the machine of the Bank is made available after repairs.

3.4.6 Vendor can visit the branches during the banking hours and check the hardware if necessary, Bank will not be responsible for any dispute related to hardware after acceptance of tender.

3.5. MOVEMENT OF EQUIPMENT:

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

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

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

3.6. PURVIEW OF THIS AMC CONTRACT:

It is specifically stated that, apart from what is stated in this tender document, the scope of AMC will include and any cost incurred will be borne by the bidder.

A: Non- comprehensive

3.6.1 The replacement/repairs of Printer Head.

3.6.2 The fuse assembly in case of Laser Printers.

3.6.3 Any Servicing of Virus/Malware related Problems.

3.6.4 Any maintenance of normal system related software.

3.6.5 Any maintenance of software which was installed in the system before like biometric installation, CBS installation, FTP, E-KYC, Zimbra Desktop, Antivirus updation, Configuration of CBS System in domain, other various task/patches by CBS network team etc.

3.6.6 Any maintenance of computer hardware, printer parts, scanner parts.

3.6.7 Apart from the above any maintenance work related to hardware mentioned in annexure VII.

B: Comprehensive

3.6.1The cost of replacement of all parts of Computer systems, Laser Printers / Desk Jet Printers / Dot Matrix Printers / passbook printer (Printer cables, Printer Knobs, Printer heads, Paper Guide, Power codes, cables, Power adapter, I/O lets, Network equipment's, drums, Laser Printer Fuser Assembly set, Paper tray(s), all plastic parts etc.,) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract at vendor's own cost.

3.6.2 Maintenance as per 3.6 (A) will be part of AMC and will be borne by offering company.

3.6.3 Comprehensive Bid amount will be calculated on the basis of total amount mentioned in annexure VII B and 46 times of cost of units given by bidder in annexure VII C assuming that 10% of items of total branches (1032 branches + 14 regional offices+ 01 Data Center + 1 Head Office) will be annually repaired. (However, operating system, normal application software will be made available by the bank once at the time of offering.)

3.7. PAYMENT OF CHARGES:

3.7.1 Any payment under AMC will be payable on quarterly basis i.e. after the completion

of the respective quarter and satisfactory services. No advance payment or change in frequency of payment will be entertained.

3.7.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.

3.7.3 The vendor shall draw invoices if any for payment of quarterly maintenance charges.

3.7.4 The vendor shall furnish a Performance Bank Guarantee to the Bank, commensurate with 10% of AMC Charges. In case the vendor is unable to furnish the Performance Bank Guarantee to the Bank, maintenance charges payable for the first quarter shall be retained by the Bank as Retention money until the expiry of the contract.

3.7.5 Maintenance charges payable by the Bank are inclusive of all applicable taxes, duties, levies etc. However, GST/VAT, as applicable for work contract, will be payable extra.

3.7.6 Changes or additions in Computer Systems/machines features may result in change in minimum maintenance charges, which will have to be finalized with mutual discussions. Addition of Hardware coming out of warranty will be added into the Hardware list and likewise deletion will be made from the list of Hardware due to removal or becoming obsolete and payment will be made proportionately.

3.7.7 All payment shall be made to the vendor after making deductions of TDS as per the applicable laws in force.

3.7.8 In case of comprehensive Bid the cost of item will be paid as per offer rate (VII C) or Bill amount whichever is less, after submission of bill and satisfactory report of branch/office in charge.

3.8. OBLIGATIONS OF THE VENDOR:

The Vendor shall be liable to pay penalty as here-under per each day of delay beyond three working days in completion of maintenance work (As per point 3.6), which shall be as follows:

i.	PC/Desktop	Rs. 500/-
ii.	Laptop	Rs. 500/-
iii.	Passbook Printers	Rs. 400/-
iv.	Wep Printer	Rs. 300/-
v.	Statement Printer	Rs. 200/-
vi.	Keyboard	Rs.100/-
vii	. Mouse	Rs. 100/-
Th	ere should not be any cap	pping further in above condition.

In event of leave / absence of the Engineer stationed at the Bank to facilitate maintenance, the vendor shall make necessary arrangements for proper replacement. In case the vendor fails to do so, he will be liable to pay penalty at the rate of Rs.500/- per day (without any capping).

In case of delay / inability of the vendor to carry out maintenance within 15 days, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank in addition to the penalty to be levied for the delay.

3.9. BANK GUARANTEE:

The vendor in whose favor the work order in pursuance of this offer document is awarded, shall furnish a bank guarantee or term deposit in our bank in name of UBGB account (from vendor) for one year or more for an amount equal to 10% of AMC charges. In case of any default on the part of the vendor in carrying out his responsibilities under this offer document or the service level agreement or any violation of the terms & conditions contained therein, the Bank shall be at liberty to invoke the bank guarantee / bank term deposit and recover the loss suffered by it on account of such breach/violation by the Vendor.

3.10. ASSIGNMENT:

All rights, liabilities and obligations are non-transferable and any transfer/assignment of the same can be done only mutually (bank and the vendor) by prior written communication.

3.11. TERMINATION:

The contract may be terminated by the vendor by giving three months' notice in writing. However, the bank may terminate the contract by giving 30 days' notice. Maintenance charges payable, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the vendor provided the maintenance service.

3.12. FORCE MAJEURE:

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

3.13. Resolution of Disputes:

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

3.13.1 ARBITRATION CLAUSE:

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

The matters of dispute shall be referred to arbitration before a panel of three arbitrators. In such an event, each of the Parties shall individually appoint an arbitrator and these two arbitrators shall thereafter jointly appoint a third arbitrator. These three arbitrators shall jointly conduct arbitration proceedings.

3.14. GENERAL:

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

3.14.2. On empanelment, vendor should execute a Service Level Agreement along-with the Performance Bank Guarantee in Bank's format and empanelment would be for a period of one year and two months' subject to renewal for a maximum period of one year on satisfactory service in which case the performance bank guarantee shall be renewed for the extended period plus two months.

3.14.3 If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such vendors by giving notice from the empanelled list.

3.14.4 The Bank reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.

3.14.5 Bids received late and/or incomplete in any respect or not accompanied by prescribed documents are liable to be rejected. Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and time. Uttar Bihar Gramin Bank is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays.

3.14.6 The detailed locations of hardware, peripherals, PCs, Scanners and Printers shall be provided to selected vendor along with Work Order.

3.14.7 On subsequent additions of Hardware, PCs, Scanners and Printers which fall out of warranty shall be included in the contact at the rates quoted by the vendor as per Annexure II and payments shall be made accordingly.

3.14.8 Uttar Bihar Gramin Bank reserves the right to accept or reject any or all of the applications without assigning any reason thereof.

3.15 Eligibility of the Bidder:

3.15.1 The bidder submitting the offers should be in Hardware AMC business for the last three years in state of Bihar and should have an annual turnover of Rs. 10.00 crore or above

3.15.2 The Company should have made profits in the last three financial years, and should be in sound financial condition as judged by Uttar Bihar Gramin Bank for this purpose. A copy of last three financial years' relevant audited balance sheets, IT returns and a copy of PAN card should be submitted with the offer.

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

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

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

3.15.6 The bidder should provide the support services directly, no outsource support/third party is accepted.

4.0 Other Compliances:

All AMC vendors servicing the Bank should comply with the Bank's IS Security policies in key concern areas relevant to the activity, the broad areas are:

- Responsibilities for data and application privacy and confidentiality.
- Responsibilities on system and software access controls and administration.
- Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to vendor.
- Physical security of the facilities.
- Physical & logical separation from other customers of the vendor.
- Incident response and reporting procedures.

5.0 Indemnity:

The vendor agrees that it shall keep the Bank always indemnified against all or any loss, damage and all expenses which may arise on account of any claim arising out of any breach or failure of the Vendor or any of its employees or agents of the above clauses on security, confidentiality, whether the loss damage, costs or expenses arise directly or indirectly from such breach or failure. The vendor agrees to keep the Bank indemnified of any loss caused to the Bank due to loss/damage, if any, caused to the equipment's on account of any reason attributable to vendor or employees/agents of the vendor.

<u>Annexure – I (Technical bid)</u>

Application for Expression of Interest for empanelment of Vendors for AMC & Related Services for PCs, Laptop,Scanner,Printer and peripherals at Uttar Bihar Gramin Bank, Muzaffarpur.

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1.	Name of the Company	
2.	Address of Registered Office	
3.	Registration number and Date of Registration	 a. Under Companies Act 1956 b. Under C.S.T c. Under B.S.T d. Other (Please specify)
4.	Nature of Business	
5.	Services that can be provided	
6.	Whether a fully functional Service / support center is available at our all ROs.(Copy enclosed) (Yes/No)	
7.	Details of at least three deals executed to Banks/Financial Institution since April 2018(Copy enclosed) Note : Experience in banking of two years to be submitted positively as per point 3.1.5	
8.	Details of profit and audited balance sheet(Copy enclosed)	 a. 2017-2018 b. 2018-2019 c. 2019-2020
9	Experience in year (in Hardware AMC business) .(Copy enclosed)	
10	Solvency certificate.(Copy enclosed)	
11	Certificate of ISO 9001:2008 and PAN card .(Copy enclosed)	

ANNEXURE II

Details of Equipment's Available for AMC in CBS branches / offices under Uttar Bihar Gramin Bank:

1.Desktop

Sr. No	MAKE / Model	Configuration &Operating system
	WIPRO/Accer/HCL/Dell/HP With TFT Mouse, Keyboard	' O/S(Windows7,Windows 10)

2. Printer

Sr. No	Make/Model
1	LIPI 2250
2	LIPI PB2
3	Wep 800 DX
4	Laser Printer

3. Scanner

Sr. No	Make/Model	
1	HP/Cannon Scanjet	

4. Laptop

Sr. No	Make/Model	
1	HCL Laptop M 1095	

Annexure III

Branches / Offices are spread across Araria, Madhepura, Supaul, Saharsa, Kishanganj, Katihar, Purnea, Madhubani, Darbhanga, Sitamarhi, Muzaffarpur, Vaishali, East Champaran, West Champaran, Gopalganj, Siwan, Saran, Sheohar district of Bihar, Thirty systems sited at Data Center Mumbai.

Annexure IV

DECLARATION ON LETTER-HEAD.

To,

General Manager Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 (Bihar)

Dear Sir/Madam,

<u>Reg</u> : Confirmation of correctness of information

We certify that all information provided is true to the best of our knowledge. We also understand that if any information provided is found to be false at any time, our application is liable to be rejected.

Signature

Date:

Place:

Seal of the Company

<u>ANNEXURE – V</u>

Details of Service Engineers with Qualification & Experience:

Name	Employee No	Qualification	Experience (Years)	Specialization

19

<u>ANNEXURE – VI</u>

PERFORMANCE BANK GUARANTEE (10 % of contract value)

To,

Uttar Bihar Gramin Bank,

This deed of guarantee made on this ... day... 2020 by........... Bank, having its registered/Head office at and amongst all places a branch at....... and wherever the context so requires includes its successors and assigns (hereinafter called the SURETY) for the favor of Uttar Bihar Garmin Bank , Muzaffarpur (hereinafter called UBGB) and wherever the context so requires include it successors and assigns. Uttar Bihar Gramin Bank, Head Office, Muzaffarpur is placing the order for purchase/services is hereby called as "purchaser".

The Purchaser has placed an order no. dated the (Hereinafter called the 'Said Order') for ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE AND PERIPHERALS AT VARIUOS BRANCHES/OFFICES UNDER REGIONAL OFFICE....... for the total value of Rs.......... with M/s ______., a company having its registered office at and wherever the context so requires includes its successors and assigns (hereinafter called to or referred to as 'The service provider').

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

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

We (Indicate the name of the Bank giving the guarantee) do hereby undertake to pay the amounts due and payable under this guarantee, without demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of breach by the service provider in any of the terms or conditions contained in the said order or by reason of the service provider's failure to perform the order. (ANY SUCH DEMAND MADE BY THE PURCHASER SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE TO THE PURCHASER UNDER THIS GUARANTEE).

We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the service provider in any suit or proceeding pending before any Court or Tribunal or Arbitration relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the supplier shall have no claim against us for making such payment.

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

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

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

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

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

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

FULL SIGNATURE WITH SEAL OF THE BANK

ANNEXURE – VII A

(Financial Bid comprehensive with Spare)

Hardware Name	Type/ Make / Model	Unit Rate	Approx. Hardware Quantity	Total Amount
Desktop	WIPRO/Acer/HCL/Dell/HP CPU With TFT, Mouse and keyboard		3254	
Laptop	HCL Laptop M 1095		75	
Printer	LIPI 2250		157	
Printer	Wep 800 DX		859	
Printer	LIPI PB2		1029	
Printer	Laser Printer		30	
Scanner	HP/Epson/Cannon		1032	
Grand Total Amount				

Commercial Offer amount will be Grand Total Amount.

ANNEXURE – VII B

(Financial Bid Non- Comprehensive without Spares)

Hardware Name	Type/ Make / Model	Unit Rate	Approx. Hardware Quantity	Total Amount
Desktop	WIPRO/Acer/HCL/Dell/HP CPU With TFT, Mouse and keyboard		3254	
Laptop	HCL Laptop M 1095		75	
Printer	LIPI 2250		157	
Printer	Wep 800 DX		859	
Printer	LIPI PB2		1029	
Printer	Laser Printer		30	
Scanner	HP/Epson/Cannon		1032	
Grand Total Amount				

Commercial Offer amount will be Grand Total Amount.

ANNEXURE – VII C

(Financial Bid Non- Comprehensive Without Spare)

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		FRONT PANEL CABLE	1			
	LIPI T2250	GEAR COVER				

LIPI T2250	GEAR LOADING SENSOR	1		
LIPI T2250	HEAD SENSOR	1		
LIPI T2250	HEADCABLE	1		
LIPI T2250	LOGIC CARD	1		
LIPI T2250	PAPER LOADING SENSOR	1		
LIPI T2250	PAPER PICKUP MOTOR	1		
LIPI T2250	PRINT HEAD WITH SENSOR	1		
LIPI T2250	PRINTHEAD	1		
LIPI T2250	RD ASSEMBLY	1		
LIPI T2250	RIBBON MASK	1		
LIPI T2250	SMPS	1		
LIPI T2250	SMPS WITH CONNECTING WIRE	1		
WEP 800DX	COMPLETE PRINTER	1		
WEP 800DX	LOGIC CARD	1		
WEP 800DX	PAPER SENSOR	1		
Keyboard	Replacement (HP/TVS/Logitech/Acer/Microsoft/ Dell)	1		
Mouse	Replacement (HP/TVS/Logitech/Acer/Microsoft/ Dell)	1		
System	HDD (As per OEM)	1		
System	RAM (As per OEM)	1		
System	SMPS (As per OEM)	1		
System	Motherboard (As per OEM)	1		
Monitor	TFT (HP/LG/Samsung/Acer/Dell	1		
Laptop M 1095	HDD	1		
Laptop M 1095	RAM	1		
Laptop M 1095	SMPS	1		
Laptop M 1095	Motherboard	1		
Laptop M 1095	Visual Display Unit	1		
Laptop M 1095	Keypad	1		

We understand that the quantity and number of resources mentioned above may vary and accurate quantity/number will be provided in the Work Order only.

FULL SIGNATURE

WITH SEAL OF THE BIDDER

<u> ANNEXURE – VIII</u>

BID FORM (TECHNICAL BID) (to be included in Technical Bid Envelope)

Date:_____

То

General Manager Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 (Bihar)

Dear Sir,

Ref: RFP No.

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide AMC services for the equipment's detailed in Annexure-VII, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid, on the date advised to us. We confirm that all the terms & conditions mentioned in RFP documents are acceptable to us.

2. 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.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative 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 rate quoted in the indicative price bids for the equipment maintenance are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for AMC of the equipment as advised in the Award Letter / Letter of Intent, issued in this regard.

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

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2020

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Annexure-IX

Undertaking *

- 1. Having read, and understood, we accept all the terms & conditions and other stipulations and general conditions mentioned above.
- 2. Certify that our quotations for all items herein conform to the manner of quoting specified in the General Instructions and Terms & conditions.
- 3. Unconditional comprehensive maintenance service for the entire period of AMC will be provided.
- 4. Sufficient quantities of original spares of essential kits or parts of the equipment will be kept in each cluster and/or at the locations desired by Bank.
- 5. In case of failure to attend to the complaint, will be liable to penalties as imposed by the bank as per agreement terms
- 6. Certify that all the details filled-in by us and the details in the attached sheets are correct and complete.
- 7. Certified that we have our own engineers on roll who possess the required experience and qualification.
- 8. Head of Support Service Engineer at Head Office would be B.E./B.Tech from a University, possessing a minimum experience of 5 years in the area of AMC Services
- 9. The technical Support Service Engineers would be B.E./B.Tech or Diploma Holder from a recognised university.
- 10. All the support engineers deployed at the offices/branches will have minimum 3 years' experience.
- 11. Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of SBI authorities would be submitted before execution of the contract.

All the spares of various Printers; except cartridges and ribbons, will form an integral part of Annual Maintenance Contract.

Vendor Company Stamp/Seal

Signature
Name
Designation
Date