



REQUEST FOR QUOTATION

For

ANNUAL MAINTENANCE CONTRACT

For

HARDWARE, PERIPHERALS & SOFTWARE SUPPORT

IN

HEAD OFFICE/BRANCHES/REGIONAL OFFICES/DC

OF

UTTAR BIHAR GRAMIN BANK

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Invitation for Quotation

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/IT/16/2023-24/173
Cost of Tender Copy [Non Refundable]	Rs. 1000.00
Date of issue of RFQ	From 21/08/2023
Last Date and Time for submission of sealed offers	02/09/2023 at 2.30 PM
Date of Opening of Technical Bid	02/09/2023 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 IT Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 001 (Bihar)
Contact Telephone Numbers	Phone :8102914214
Email Id:	smit@ubgb.in , smitho@rrbubgb.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.

1. Background:

Uttar Bihar Gramin Bank is interested in selection of vendor for

1. Comprehensive AMC and related services, Software Support / Configuration / Setup Support for its PCs, Laptops, Printers (Passbook/Laser/Multifunction/ADF), Scanners and other peripherals which are not in comprehensive onsite warranty.
2. Software Support for all its PCs, Configuration / Setup Services for Printers (Passbook/Laser/Multifunction/ADF), Scanners and Other Peripherals, which are in comprehensive onsite warranty at various Offices/Branches in Uttar Bihar Gramin Bank situated in the state of Bihar and Data Center in Mumbai.
3. Details of Hardware is mentioned in **Annexure II** of this document

For this purpose, Bank is pleased to invite sealed bids from the **Vendors** who agrees to the terms and conditions given below. Interested vendors may submit their bids along with supporting documents to IT department within the time period mentioned above.

Sealed quotations from vendors are invited for Comprehensive / Non Comprehensive Annual Maintenance of Computers (CPU, Monitor, and Keyboard& Mouse), Laptops, 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 (non-refundable) 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 vary.
- 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, such as:
 - 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 in favour 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 2 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:
 - a) If a Bidder withdraws his Bid during the period of Bid validity specified in this tender; or
 - b) If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) In case of successful bidder, if the bidder dishonours 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.

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 outrightly.

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.

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

Bank may award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the **Reverse Auction process** of this commercial evaluation. The details of Reverse Auction process are given in Annexure VIII.

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 minimum period of 30 days from the date of submission.

2.6 Address of Communication

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

General Manager-IT, Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 (Bihar)
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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 its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the 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, approx. 30 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.

2.13 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.

2.14 Costs & Currency

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

2.15 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.

2.16 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.

2.17 Technical Support Staff/Facility Management

Minimum two **dedicated** resident engineers per regional office with minimum 2 year of experiences, one resident engineer for Head Office, one call coordinator with minimum 2 year of experiences and one team leader with minimum 5 years of experiences in similar fields at Head Office, Muzaffarpur will be required to be posted. The resident engineer assigned the Regional Office will sit at concerned Regional Office, and report the daily work performance to concerned Regional Manager at Regional Office.

In event of leave / absence of the Resident Engineer / Call Coordinator / Team Leader 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 working day (without any capping) in addition to any other penalty mentioned in the RFQ. Vendor has to submit monthly attendance sheet of Resident engineer / team leader / call coordinator duly signed by concerned regional manager / Chief Manager IT (Head Office) for release of payment.

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, Multifunction Printer, ADF as well as maintenance of Operating Systems mentioned in Scope of Work Below.

2.18 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.

2.19 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.

2.20 The bid should contain the following documents:

- i. Application in the enclosed format
- ii. Company Profile – Details in support of Clause no 1 of this document to be highlighted.
- iii. Details of service/support network (addresses, names of contact persons, phone numbers, escalation matrix and Engineers details.)
- iv. Experience certificate for last three years.
- v. GST registration certificate.
- vi. 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. (Format will be shared to Bidder during signing of agreement)

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.

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

3.1.5 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.

3.1.6 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.

3.1.7 Vendor shall maintain listed spare / full unit machines to facilitate any temporary replacement.

	Spares/ Full Unit Machine	Quantity
1	TFT	Min 5 in each RO & 2 in HO
2	Passbook Printer (Full Unit)	Min 5 in each R.O & 2 in HO
3	Scanner (Full Unit)	Min 5 in each R.O & 2 in HO
4	HDD- 512 GB	Minimum 10 Hard disk of 512 GB in each R.O & 2 in HO
5	Mouse	Minimum 10 Mouse in each R.O. & 4 in HO
6	Keyboard	Minimum 10 Keyboard in each R.O. & 4 in HO
7	SMPS	Minimum 10 SMPS in each R.O. & 4 in HO
8	Motherboard	Min 6 Compatible Motherboard in each R.O & 2 in HO
9	NIC Card	Min 6 Compatible NIC Card in each R.O. & 2 in HO
10	CTS Scanner	Min 5 in each RO

Vendor will have to maintain Stock of Working Buffer Hardware in first fifteen days of start of project in each regional office / Head Office and continue to maintain stock till completion of project. Vendor Have to submit buffer stock details duly signed by IT Officer of respective office for quarterly payment. For Non Maintenance of Working Buffer hardware penalty will be as follows –

1. Rs. 5000 per Quarter for one unit of TFT
2. Rs. 25000 per Quarter for one unit of Passbook Printer
3. Rs. 6000 per Quarter for one unit of scanner
4. Rs. 4000 per Quarter for one unit HDD- 512 GB
5. Rs. 500 per Quarter for one unit of Mouse
6. Rs. 500 per Quarter for one unit of Keyboard
7. Rs. 500 per Quarter for one unit of SMPS
8. Rs. 5000 per Quarter for one unit of Motherboard
9. Rs. 1200 per Quarter for one unit of NIC Card

10. Rs. 25000 per Quarter for one unit of CTS Scanner

3.1.8 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.

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

3.1.10 There should be preventive maintenance activity for all location at least once per quarter. (Format will be shared to Bidder during signing of agreement)

3.1.11 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.

3.1.12 Software & configuration support defined as configuration of printers, scanners, CTS Scanners, e-KYC, C-KYC, CBS configuration, Antivirus update, addition of systems in domain, biometric configuration, other software such as HRMS configuration, FTP, Zimbra desktop, addition of trusted sites in CBS domain and other miscellaneous software as and when required by Bank during contract period. Software support will be for all systems covered in AMC as well as new systems which are in comprehensive onsite warranty.

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.

3.2.3 The normal working hours of the Bank are from 10:00 A.M. to 5:00 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 and may be extended for further 12 months on the same terms and conditions and same rate depending on satisfactory service, as may be mutually acceptable to the Bank and the 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.

3.4.4 The 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 days. In case it is assessed that it is not possible to replace within 2 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 as per their convenience 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 is installed in the system like biometric installation, CBS installation, FTP, E-KYC, Zimbra Mail, Antivirus updation, Configuration of CBS System in domain, Software related to Passbook printers, Multifunction printers, Scanners and 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

3.6.1 The cost of replacement of all parts of Computer systems, Laser Printers / Desk Jet Printers / Multifunction Printers / Dot Matrix Printers / Passbook printers (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 (1031 branches + 14 regional offices + 01 Data Centre + 01 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 with supporting documents (Attendance sheet of resident engineer's/call coordinator/Team Leader, Preventive Maintenance cum Hardware Inventory Format, Summary Sheet of Branch Hardware Working Condition). (Format will be shared to Bidder during signing of agreement)

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. 300/-
ii. Laptop	Rs. 300/-
iii. Passbook Printers	Rs. 300/-
iv. Scanner(Any)	Rs. 300/-
v. Keyboard	Rs.100/-
vii. Mouse	Rs. 100/-
vii. Laser Printer	Rs. 300/-
viii. Multifunction Printer	Rs. 300/-

There should not be any capping further in above condition.

In event of leave / absence of the Resident Engineer / Call Coordinator / Team Leader 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 addition to any other penalty mentioned in the RFQ.

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 two 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:

All questions, disputes or differences arising under and out of, or in connection with the RFQ/agreement signed between Bank and the selected vendor, shall be resolved by mutual negotiations in good faith. If the matter/dispute failed to resolve by mutual negotiations in good faith within 30 days, the parties/either party shall refer such disputes/differences to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15 (fifteen) days' notice in writing to the other party clearly stated

therein the specific dispute/s. The Arbitration proceedings conducted in accordance with the provisions of The Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of Arbitration shall be in Muzaffarpur and shall be conducted in English language. Parties shall equally bear the costs, fee, etc. of Sole Arbitrator

3.14 IDEMNITY:

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to any acts of omission or commission, negligence, fraud, default or misconduct, breach of duties and obligations, breach of representations and warranties, breach of confidentiality, on the part of bidder/vendor, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank.

3.15 CONFIDENTIALITY & NON DISCLOSURE

“The Parties agree to maintain confidentiality and secrecy of all information received by them and/or their personnel, employees, staff, agents, representatives, tangible or intangible, either directly or in the course of dealing with each other and or its employees and / or its clients. The Parties further undertake to utilize such information only for the normal course of business purposes of this Agreement/RFQ and not for any other purpose, or which may prove detrimental to the interest of the Parties and /or its employees and / or its clients. The restriction contained in this clause shall not be applicable to any information required to be provided pursuant to any statutory or regulatory obligation.”

3.16 GOVERNING LAW AND JURISDICTION:

This RFQ shall be governed and interpreted by, and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of Courts in Muzaffarpur only.

3.17. GENERAL:

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

3.17.2. 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 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.

3.17.3 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 and enforce the PBG submitted by vendor.

3.17.4 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.

3.17.5 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.

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

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

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

3.18 ELIGIBILITY OF THE BIDDER

3.18.1 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.

3.18.2 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 two financial years' relevant audited balance sheets, IT returns and a copy of PAN card should be submitted with the offer.

3.18.3 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).

3.18.4 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.

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

3.18.6 The bidder should provide the support services directly, no outsource support is accepted.

Annexure – I (Technical bid)**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.**

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 2020. .(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. 2020-2021 b. 2021-2022 c. 2022-2023
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)	

The following documents are enclosed
(Please Specify) Seal and Sign of Vendor

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
1	WIPRO/ Acer / HCL/Dell/HP With TFT, Mouse, Keyboard	O/S (Windows7, Windows 10, Windows 11)

2. Printer

Sr. No	Make/Model
1	Passbook Printer (LIPI PB2 / Olivetti PR2 Plus /Epson PLQ 20)
2	Laser Printer (Canon LBP 151dw,2900B /HP Laserjet Pro M104a)
3	Multifunction Inktank Printer (Epson M2110, L3110)

3. Scanner

Sr. No	Make/Model
1	HP G2410 /Epson Perfection V39

4. CTS Scanner

Sr. No	Make/Model
1	Canon M112120

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 001 (Bihar)

Dear Sir/Madam,

Reg : 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

ANNEXURE – VI

PERFORMANCE BANK GUARANTEE (10 % of contract value)

(Specimen only)

To,
Uttar Bihar Gramin Bank,

This deed of guarantee made on this ... day... 2023 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 there under and the supplier shall have no claim against us for making such payment.

We..... (Indicate the name of the Bank giving the guarantee) further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the

said order or to extend time of performance by the said service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said service provider and to for bear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said service provider or by any such matter or thing whatsoever which under the law relating to sureties, but for this provision, have effect of so relieving us.

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

This guarantee shall not be affected by any change in the constitution of M/s ----- i.e. the service provider by absorption with any other body or corporation or other and this guarantee will be available to or enforceable by such body or corporation also. Unless a claim under this guarantee is made by the purchaser against us on or before (date of expiry of guarantee), all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.

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

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

FULL SIGNATURE WITH SEAL OF THE BANK

**ANNEXURE –
VII A**

(Financial Bid comprehensive with Spares)

Hardware Name	Type/ Make / Model	Unit Rate	Approx Quantity	Total Amount
Desktop Computer	WIPRO/Acer/HCL/Dell CPU With TFT, Mouse and keyboard		1477	
Multifunction Printer	EPSON L3110		101	
Passbook Printer	LIPI PB2/ Olivetti PR2 Plus, Epson PLQ20		307	
Laser Printer	Cannon LBP 151dw,2900B/ HP Laserjet Pro M104a/		237	
Scanner	HP G2410/Epson Perfection V39		693	
CTS Scanner	Canon M112120		1032	
Software Support For Warranty Desktop	ACER		3120	
Total Amount				

**ANNEXURE –
VII B**

(Financial Bid comprehensive without Spares)

Hardware Name	Type/ Make / Model	Unit Rate	Approx Quantity	Total Amount
Desktop Computer	WIPRO/Acer/HCL/Dell CPU With TFT, Mouse and keyboard		1477	
Multifunction Printer	EPSON L3110		101	
Passbook Printer	LIPI PB2/ Olivetti PR2 Plus, Epson PLQ20		307	
Laser Printer	Cannon LBP 151dw,2900B/ HP Laserjet Pro M104a/		237	
Scanner	HP G2410/Epson Perfection V39		693	
CTS Scanner	Canon M112120		1032	
Software Support For Warranty Desktop	ACER		3120	
Total Amount				

Commercial Offer amount will be Grand Total Amount.

Note: Actual Hardware count may vary (plus / minus 20 % of approx. hardware count).

ANNEXURE – VII C**(Financial Bid Non- Comprehensive without Spare)**

Make and Model	Spare description	Qty	Price	GST	Total Cost
HP Scan jet G2410	COMPLETE SCANNER	1			
HP Scan jet G2410	LOGIC CARD	1			
HP Scan jet G2410	SCANNER BASE BODY	1			
HP Scan jet G2410	SCANNER CABLE	1			
HP Scan jet G2410	SCANNER UNIT	1			
HP Scan jet G2410	TIMING BELT	1			
HP Scan jet G2410	Scanner ASSY/Scanner Unit	1			
Epson Perfection V39	COMPLETE SCANNER	1			
Epson Perfection V39	LOGIC CARD	1			
Epson Perfection V39	SCANNER BASE BODY	1			
Epson Perfection V39	SCANNER CABLE	1			
Epson Perfection V39	SCANNER UNIT	1			
Epson Perfection V39	TIMING BELT	1			
Epson Perfection V39	Scanner ASSY/Scanner Unit	1			
LIPI PB-2	Print Head Sensor	1			
LIPI PB-2	COMPLETE PRINTER	1			
LIPI PB-2	CUM SUPPORT	1			
LIPI PB-2	INTERFACE CARD	1			
LIPI PB-2	LOGIC CARD	1			
LIPI PB-2	MECHANISM	1			
LIPI PB-2	MILLER STRIP	1			
LIPI PB-2	PRINT HEAD	1			
LIPI PB-2	PRINT HEAD SENSOR	1			
LIPI PB-2	PRINT HEAD WITH SENSOR	1			
LIPI PB-2	RD ASSEMBLY	1			
LIPI PB-2	RD ASSY GEAR	1			
LIPI PB-2	SENSOR PLATE	1			
LIPI PB-2	SMPS	1			
Olivetti PR2 Plus	SMPS WITH CONNECTING WIRE	1			
Olivetti PR2 Plus	Head cable	1			
Olivetti PR2 Plus	Cover Magnet	1			
Olivetti PR2 Plus	Paper sensor	1			
Olivetti PR2 Plus	Print Head Sensor	1			
Olivetti PR2 Plus	COMPLETE PRINTER	1			
Olivetti PR2 Plus	CUM SUPPORT	1			
Olivetti PR2 Plus	INTERFACE CARD	1			

Olivetti PR2 Plus	LOGIC CARD	1			
Olivetti PR2 Plus	MECHANISM	1			
Olivetti PR2 Plus	MILLER STRIP	1			
Olivetti PR2 Plus	PRINT HEAD	1			
Olivetti PR2 Plus	PRINT HEAD SENSOR	1			
Olivetti PR2 Plus	PRINT HEAD WITH SENSOR	1			
Olivetti PR2 Plus	RD ASSEMBLY	1			
Olivetti PR2 Plus	RD ASSY GEAR	1			
Olivetti PR2 Plus	SENSOR PLATE	1			
Olivetti PR2 Plus	SMPS	1			
Olivetti PR2 Plus	SMPS WITH CONNECTING WIRE	1			
Olivetti PR2 Plus	Head cable	1			
Olivetti PR2 Plus	Cover Magnet	1			
Olivetti PR2 Plus	Paper sensor	1			
Epson PLQ 20	SMPS WITH CONNECTING WIRE	1			
Epson PLQ 20	Head cable	1			
Epson PLQ 20	Cover Magnet	1			
Epson PLQ 20	Paper sensor	1			
Epson PLQ 20	Print Head Sensor	1			
Epson PLQ 20	COMPLETE PRINTER	1			
Epson PLQ 20	CUM SUPPORT	1			
Epson PLQ 20	INTERFACE CARD	1			
Epson PLQ 20	LOGIC CARD	1			
Epson PLQ 20	MECHANISM	1			
Epson PLQ 20	MILLER STRIP	1			
Epson PLQ 20	PRINT HEAD	1			
Epson PLQ 20	PRINT HEAD SENSOR	1			
Epson PLQ 20	PRINT HEAD WITH SENSOR	1			
Epson PLQ 20	RD ASSEMBLY	1			
Epson PLQ 20	RD ASSY GEAR	1			
Epson PLQ 20	SENSOR PLATE	1			
Epson PLQ 20	SMPS	1			
Epson PLQ 20	SMPS WITH CONNECTING WIRE	1			
Epson PLQ 20	Head cable	1			
Epson PLQ 20	Cover Magnet	1			
Epson PLQ 20	Paper sensor	1			
Keyboard	Replacement	1			
Mouse	Replacement	1			
System	HDD	1			
System	RAM	1			
System	SMPS	1			

System	Motherboard	1			
Monitor	TFT (HP/LG/Compaq/Dell/Samsung)	1			
Canon LBP 151dw	Paper Pickup Roller	1			
Canon LBP 151dw	Paper Output Tray	1			
Canon LBP 151dw	Formatter Board	1			
Canon LBP 151dw	BUSH	1			
Canon LBP 151dw	Control Panel Cable	1			
Canon LBP 151dw	Wireless Card	1			
Canon LBP 151dw	Power Supply	1			
HP Laserjet Pro M104a	Paper Pickup Roller	1			
HP Laserjet Pro M104a	Paper Output Tray	1			
HP Laserjet Pro M104a	Formatter Board	1			
HP Laserjet Pro M104a	BUSH	1			
HP Laserjet Pro M104a	Control Panel Cable	1			
HP Laserjet Pro M104a	Wireless Card	1			
HP Laserjet Pro M104a	Power Supply	1			
Canon LBP 2900B	Paper Pickup Roller	1			
Canon LBP 2900B	Paper Output Tray	1			
Canon LBP 2900B	Formatter Board	1			
Canon LBP 2900B	BUSH	1			
Canon LBP 2900B	Control Panel Cable	1			
Canon LBP 2900B	Wireless Card	1			
Canon LBP 2900B	Power Supply	1			
EPSON L3110	All type of spare parts				
CANON M112120 (CTS Scanner)	All type of spare parts				

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

ANNEXURE VIII**Guidelines, Terms & Conditions and Process Flow for Reverse Auction**

Business Rules for Reverse Auction

1. For the purpose of arriving at Start Bid price, the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would, however, be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may, at its discretion, use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
5. **AUCTION TYPE:** The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:

- Leading Bid in the Auction
- Bid placed by You
- Auction Opening price and bid decremental value
- Your rank in the auction

7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Uttar Bihar Gramin Bank with the original names displayed.

8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.

9. **OTHER TERMS & CONDITIONS:**
 - i. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
 - ii. The Bidder shall not divulge either his Bids or any other exclusive details of Uttar Bihar Gramin Bank to any other party.
 - iii. Uttar Bihar Gramin Bank decision on award of Contract shall be final and binding on all the Bidders.
 - iv. Uttar Bihar Gramin Bank may, at its discretion and without assigning any reason extend, reschedule or cancel any Auction. Any changes made by Uttar Bihar Gramin Bank after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - v. Uttar Bihar Gramin Bank and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - vi. Uttar Bihar Gramin Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - vii. All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Uttar Bihar Gramin Bank. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be

	prepared with competitive price quotes on the day of the bidding event. Participate in the bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Uttar Bihar Gramin Bank for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such unlimited extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	<ul style="list-style-type: none"> <input type="checkbox"/> <i>At the end of reverse auction process, L1 of Reverse Auction will be identified.</i> <input type="checkbox"/> Uttar Bihar Gramin Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Name

Designation

(REVERSE AUCTION PROCESS)

To
General Manager (IT),
Head Office Sharma Complex
Kalambagh Chowk
Muzaffarpur-842001

Sub: Agreement to the Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Annexure enclosed with the RFP document of Uttar Bihar Gramin Bank Ref. No. HO /IT/16/2023-24/173

This letter is to confirm that:

The undersigned is authorized representative of the company.

We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that Uttar Bihar Gramin Bank and appointed agency shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax/email containing our offer price before the auction close time and no claim can be made by us on either Uttar Bihar Gramin Bank or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name -

Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP (Ref, No, HO /IT/16/2023-24/173)

Seal of the Bidder

Signature of Bidder

(REVERSE AUCTION PROCESS)

[LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD]

To
The General Manager -IT,
Head Office Sharma Complex
Kalambagh Chowk, Muzaffarpur-842001

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____ for **Annual Maintenance Contract (AMC) for Hardware and Peripherals and Software Support**. We, _____ (Company) hereby undertake to indemnify Uttar Bihar Gramin Bank and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory:

Date:

END OF DOCUMENT