

ITSD/099/2022-23

Date: 01/08/2022

M/S Switching AVO Electro Power Limited,
 D-62 Chomu House Colony, C-Scheme,
Jaipur - 302001, Rajasthan

Dear Sir,

Kind Attn: Mr. Arun Kumar Yogi

Subject: Empanelment as Vendor for Annual Maintenance Contract (AMC) of Online UPS at Various Branches/Offices of RMGB

This has reference to your commercial submitted to Bank in response to our Tender No: RMGB/IT/01/2022-23 dated 03/06/2022 for Empanelment of Vendor for Annual Maintenance Contract (AMC) of Online UPS at Various Branches/Offices of RMGB.

After technical and commercial evaluation of bids received in response to our above tender, you have emerged as L-1 bidder. Accordingly, we are pleased to inform that your company has been empanelled as vendor for Annual Maintenance Contract (AMC) of Online UPS at Various Branch / ATM / Other office locations situated in Bikaner, Jaisalmer, Jaipur, Dausa, Jalore, Sirohi, Sri Ganganagar, Hanumangarh, Jodhpur, Barmer, Nagaur, Pali, Udaipur, Rajsamand and Pratapgarh district of Rajasthan. The empanelment period shall be two years from date of this empanelment letter i.e. from 01/08/2022 to 31/07/2024.

AMC Rate per UPS per Year & Total AMC Value per Year (Approx.) under this empanelment

SN	UPS Specification	Tentative quantity of UPS (A)	AMC Rate(Rs.) per UPS per Year (B)	Total AMC cost (Rs.) per year (C)
1	1 KVA	5	3000	15,000.00
2	2 KVA	72	3400	2,44,800.00
3	3 KVA	386	3700	14,28,200.00
4	5 KVA	12	5850	70,200.00
5	6 KVA	9	6000	54,000.00
6	10 KVA	2	12300	24,600.00
7	12 KVA	1	13200	13,200.00
Grand Total of (C) in numbers				18,50,000.00
Grand Total of (C) in words		Eighteen Lac Fifty Thousand rupee only		

The above quoted AMC rate per UPS are exclusive of any taxes i.e. GST, levies, duties (if any) etc. but inclusive of all charges including charges related to freight, insurance, forwarding, packing, pickup, labor, transportation and visiting charges of representative for repair & maintenance of UPS. The above mentioned quantity are tentative, however actual quantity of UPS under AMC has to be submitted with the invoice. Kindly submit the Performance Bank Guarantee 10% of AMC Value amounting to Rs. 1,85,000/- as per the details given in this letter.

Terms, Conditions & Scope of Work

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

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

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

9. During the AMC period the Vendor shall be responsible for all costs relating to labour, any spares, maintenance (preventive and corrective), compliance of security requirement and transport charges from and to the Site(s) in connection with the repair/ replacement of the equipment/ components or any component/ part there under, which under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to work as specified.
10. The vendor shall provide onsite comprehensive maintenance services for all the Online UPS Systems at quoted rate during the contract period. Payment of AMC will be made quarterly in arrear within 15 days after the receipt of the undisputed invoices.
11. Agreement for Annual Maintenance with the Bank would be executed by the vendor in the standard format designed by RMGB, on a stamp paper of suitable denomination.
12. AMC would be on-site and comprehensive in nature. The comprehensive AMC would include all components and accessories, which are an integral part of the complete system required to operate the system satisfactorily. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
13. During the AMC period, the vendor will have to undertake comprehensive maintenance/support of the entire UPS and UPS parts not limited to PCBs, AC & DC Fan, Transformer(Invertor/Isolation), AC & DC Capacitors, Rectifiers 36A/40A etc. various types of HRC, AC filters etc., Relay, IGBT 100A/150A and other components etc. under the contract at no cost to the Bank.
14. Maintenance services shall be available on all working days of the Bank's Branches/Offices Monday through Saturday. The services should be available from 10:00 AM to 5:00 PM.
15. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support, shifting of Online UPS System (Full or Partial) etc. Sometimes these activities may have to be carried out during Holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
16. The vendor shall ensure to maintain stand-by UPS System of 2 KVA, 3 KVA, 5 KVA and 10 KVA at all 14 Regional Business Office & Head Office, so as to maintain the required uptime at any point of time for the machines.

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

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

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

17. Minimum one qualified engineer per Regional Business Office with minimum 2 year of experience should be aligned dedicatedly for RMGB only. One team leader with minimum 5 years' experience in similar fields at Head Office, Jodhpur will be required to be posted. The service engineer aligned with the region will report the daily work performance to concerned Technical Officer / Regional Manager at Regional Business Office.

NOTE: All other Terms & Conditions. Scope of Work will remain same as specified in the Annexure-C of the RFP No. "RMGB/IT/01/2022-23" dated 03/06/2022.

Annual Maintenance Contract Period

The AMC period will commence from 01/08/2022 and will be valid for two years. At the end of two years of AMC period, the bank may extend the AMC period for one year with mutual consent of bank and vendor on same Terms & Conditions as mentioned in RFP. The vendor shall not increase the AMC rates and shall keep them frozen for the extended periods of AMC.

Penalty

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

Right to Alter Quantities

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

Indemnity

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

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the bank is required to pay compensation to a third party resulting from such infringement,

the bidder will bear all expenses including legal fees.

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

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

For the System & other Software, the following will apply: The vendor shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered as a part of the contract, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

Cancellation of Contract and Compensation

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

1. The vendor commits a breach of any of the terms and conditions of the contract.
2. The vendor goes into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the vendor.

Performance Bank Guarantee (PBG)

1. The empanelled vendor shall submit a Performance Bank Guarantee 10% of AMC Value amounting to Rs. 1,85,000/- as per **Annexure-H**: Performa for Performance Bank Guarantee valid for 27 (Twenty Seven) months from Nationalized Bank from the date of empanelment letter at RMGB, HO immediately after acceptance of Bank's AMC work order letter but within 20 (Twenty) days of acceptance of this work order letter.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the vendor.
3. The PBG may be discharged/ returned by bank upon being satisfied that there has been due performance of the obligations of the vendor under the contract. However, no interest shall be payable on the PBG.

Termination for Insolvency

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

Termination for Convenience

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

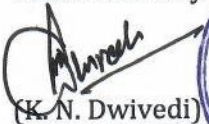
Payment Receipt Terms

1. Payment shall be made in Indian Rupees.
2. Vendor shall raise quarterly invoices to Head Office. Payment of AMC will be made quarterly in arrears within 15 days by Head Office, after the receipt of Invoice and deduction of penalty charges, if any, imposed by the Bank.
3. Vendors will have to submit the AMC bill and details of the Call Logged i.e. Branch No., Branch Name, Call Logged Date & Time, Call Resolved Date & Time, Complaint Type etc. for the quarters to Head Office.
4. Head Office will verify the bills and evaluate the uptime/downtime efficiency of branches. After computation the same, payments will be made to vendor by Head Office.
5. Vendor has to conduct Preventive Maintenance at least once in six months.

Other terms and conditions of the Tender No: RMGB/IT/01/2022-23 dated 03/06/2022 shall be applicable to this empanelment. For any variation in respect of above terms and conditions, the terms of the bid document shall prevail.

Please sign and stamp the enclosed copy of this proposed empanelment letter and return the same to Bank as acceptance within 7 (Seven) working days of date of issuance of letter. It shall be deemed accepted by you in case we do not receive your acceptance within stipulated time.

Yours faithfully


(K. N. Dwivedi)

General Manager

