



Reserve Bank of India
Department of Information Technology
Rail Head Complex
Jammu-180012
<https://www.rbi.org.in>

E-Tender: Empanelment of vendors and award of work for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) of Computer Hardware, Software and Peripherals at Reserve Bank of India, Jammu

Reserve Bank of India, Jammu invites e-tender for 'Empanelment of vendors and award of work for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) of Computer Hardware, Software and Peripherals at Reserve Bank of India, Jammu'. The e-tendering shall be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

a)	Name of Work	i) Empanelment of the vendors (for a period of three years) for "Annual Maintenance Contract (AMC)/Facility Management Service (FMS) for Computers Hardware, Software and Peripherals" at Reserve Bank of India, Jammu. and ii) Annual Maintenance Contract (AMC) / Facility Management Service (FMS) for Computer Hardware, Software and Peripherals located at various properties of the Bank.
b)	e-Tender No	RBI/Jammu/DIT/9/21-22/ET/481
c)	Mode of Tender	E-Tendering System (Part I – Technical Bid and Part II – Financial Bid) online through https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp
d)	Date of NIT available to parties to download	February 14, 2022
e)	Pre-Bid meeting	Due to ongoing Covid-19 pandemic, the Pre-bid meeting will be held online through Cisco Webex on February 28, 2022 at 15:00 Hrs . Link for the same would be shared via email to the interested parties. Request for receiving the link may be sent by interested parties through email to ditjammu@rbi.org.in on or before 12:00 Hrs on February 28, 2022 .
f)	Estimated Cost of Tender (Inclusive of GST)	Rs. 7,25,000/- (One Year)

g)	Earnest Money Deposit	Rs 14,500/- (Rupees Fourteen Thousand Five Hundred only) by NEFT in favour of Reserve Bank of India, Rail Head Complex, Trikuta Nagar, Jammu – 180012 Details for NEFT Beneficiary Name: RESERVE BANK OF INDIA Beneficiary Ac No: 8714295 IFSC -- RBIS0JMPA01 (5th and 10th being zero) Please mention UTR transaction details while applying in the given format Annex – IX
h)	Last date of submission of EMD	March 09, 2022 at 12:00 Hrs
i)	Transaction Fees	To be paid through MSTC payment Gateway / NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. (Transaction fee will NOT be charged by RBI)
j)	Date of Starting of e-Tender for submission of on-line Technical and Financial Bid at https://www.mstcecommerce.com/e-prochome/rbi	February 14, 2022 at 11:00 Hrs
k)	Date of closing of online e-Tender for submission of Technical Bid and Financial Bid	March 09, 2022 at 15:00 Hrs
l)	Date & time of opening of Part-I (Techno-Commercial Bid)	March 09, 2022 at 16:00 Hrs
m)	Date & time of opening of Part-II (Price Bid)	At a later date after opening of Part I as intimated by the Bank in respect of only those contractors/bidders who satisfy all criteria stipulated in Part-I
n)	Address of Communication	Reserve Bank of India, Rail Head Complex, Trikuta Nagar, Jammu - 180012, Jammu and Kashmir Tel: 0191-2474883 E-mail : ditjammu@rbi.org.in

Date: 14.02.2022

Regional Director
Reserve Bank of India
Jammu



**Reserve Bank of India
Department of Information Technology Cell
Jammu**

Empanelment of vendors and award of work for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) of Computer Hardware, Software and Peripherals at Reserve Bank of India, Jammu

SCHEDULE OF TENDER (SOT)

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**Reserve Bank of India
Department of Information Technology Cell
Jammu**

RBI/Jammu/DIT/9/21-22/ET/481

E- Tender

for

**Empanelment of Vendors for Annual Maintenance Contract (AMC)/
Facility Management Service (FMS) of Computer Hardware, Software
and Peripherals for three years (Part I)**

and

**Annual Maintenance Contract (AMC) / Facility Management Service
(FMS) of Computer Hardware, Software and Peripherals for one Year
(Part II)**

At

**Reserve Bank of India
Jammu**

Period of Contract: - 01.04.2022 to 31.03.2023

Due Date and time of Submission of e-Tender: 15:00 Hrs. on March 09, 2022

DISCLAIMER

Reserve Bank of India, Information Technology Cell, Jammu, has prepared this document to give background information on the project to the interested parties. While Reserve Bank of India, Jammu has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the empanelment or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

CONTENTS

1. Notice Inviting Tender

2. Section I : Scope, Important Instruction and Terms & Conditions

3. Section II : Eligibility Criteria

4. Section III - Draft Articles of Agreement

5. Section IV : Submission of Bids

6. Section V : Evaluation of bids

7. List of Annexures

- a) Indexation Formula for calculating increase/decrease in AMC charges at the time of review – [Annexure-A](#)
- b) List of Properties of the Bank where the services shall be provided-[Annexure-B](#)
- c) Vendor/ Company Profile- [Annexure-I](#)
- d) Details of Qualified Engineers and Resident Engineers to be posted at RBI Jammu – [Annexure-II](#)
- e) List of major customers/ clients in last 5 years and references- [Annexure-III](#)
- f) Client's certificate regarding performance of vendor- [Annexure-IV](#) (Indicative)
- g) Undertaking/ Certificate of Indemnity- [Annexure-V](#)
- h) Form of Bankers' Certificate from a Scheduled Bank- [Annexure-VI](#)
- i) Compliance Matrix- [Annexure-VII](#)
- j) List of IT assets- [Annexure-VIII](#)
- k) UTR Transaction Details For EMD- [Annexure-IX](#)
- l) Format of Price Bid- [Annexure-X](#)
- m) Prescribed format for application- [Annexure-XI](#)
- n) Proforma of Bank Guarantee for Security Deposit- [Annexure-XII](#)

NOTICE INVITING TENDER (NIT)
(Only through e-procurement)

NOTE: THIS IS A PUBLIC TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO FULFILL THE TECHNICAL AND COMMERCIAL REQUIREMENTS FOR WORKS GIVEN BELOW ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS/VENDORS ARE ADVISED TO CHECK THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

SCHEDULE OF TENDER (SOT)

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Important Instructions Regarding E-tender Process

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement Service Provider/Contractor/Vendor is MSTC Limited.

Bidders are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

1.	<p>A) Registration: The process involves vendor's registration with MSTC E-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC or RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com → e- Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>B) System Requirement:</p> <p>Vendors may refer to 'Service Provider/Contractor/Vendor Guide' and FAQs available at www.mstcecommerce.com/eprochome/rbi.</p>
2.	The Technical Bid and the Commercial Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>i) The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p>

	<p>ii) Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding of Tender</p> <p>a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: https://www.mstcecommerce.com → e- procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live Event.</p> <p>c) Service Provider/Contractor/Vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid.</p> <p>d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid and Price bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>e) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p>

	<p>k) Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p> <p>m) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.</p>
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**Regional Director,
Reserve Bank of India, Jammu**

Section I: Scope and Important Terms & Conditions

The Reserve Bank of India, Jammu intends to (i) empanel the vendors for a period of three years for “Annual Maintenance Contract (AMC)/Facility Management Service (FMS) for Computers Hardware, Software and Peripherals” at Reserve Bank of India, Jammu (at its properties at [Annexure B](#)) (ii) Award of Annual Maintenance Contract (AMC) / Facility Management Service (FMS) of Computer Hardware, Software and Peripherals for One Year (Part II) and therefore invites e-tender from reputed companies with proven track records for Annual Maintenance Contract (AMC)/Facility Management Service (FMS) for its existing Computer Hardware, Software and Peripherals located at various properties of the Bank.

2. The lowest bidder will be awarded the work order initially for a period of One Year and the contract is extendable annually subject to annual review of satisfactory performance.

3. The interested vendors must register themselves on the MSTC portal for participating through e-tendering – <https://www.mstcecommerce.com/eprochome/rbi>. The documentary evidence of previous experience is required to be uploaded with the e tender, in absence of which the application shall be liable to be rejected. The Vendors fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at www.mstcecommerce.com/eprochome/rbi.

4. The time schedule for the tender process is as under:

A	Opening of E-tender link	February 14, 2022 at 11:00 Hrs
B	Closure of E-tender link	March 09, 2022 at 15:00 hrs
C	Date/time/Venue for opening of Technical Bid	March 09, 2022 at 16:00 Hrs, 2nd Floor, Reserve Bank of India, Jammu
D	Date and time for opening of Price Bid	To be announced after opening of Technical Bid

5. The empanelment of the vendors will be valid for a period of 3 years with effect from April 01, 2022 to March 31, 2025.

6. The Bank reserves the right to reject any or all the applications without assigning any reason thereof and will not entertain any correspondence in the matter.

7. Amendment of Tender Document

At any time prior to the deadline for submission of Tender, the Bank may amend this document by issuing amendments / corrigendum only on RBI website (<https://www.rbi.org.in>) / e-portal. Any amendments / corrigendum issued shall be a part of this document.

To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.

8. Pre- Bid Meeting

The Pre-bid meeting will be held online through Cisco Webex on **February 28, 2022 at 15:00 Hrs**. Link for the same would be shared via email to the interested parties. Request for receiving the link may be sent by interested parties through email to ditjammu@rbi.org.in on or before **12:00 Hrs on February 28, 2022**.

9. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Prohibited Practices

The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;

(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.

b) Furthermore, tenderers shall be aware of the provisions stated in Terms and Conditions (General and Specific Conditions of Contract).

11. The details of the eligibility criteria is given in Section II and the formats for Technical Bid and Price Bid, List of number of Items and other details are furnished in the Annexures.

12) Performance Security

i) The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) for 10% of contract value in accordance with the [Annexure XII](#) within one month from the award of work order. The PBG shall be valid for a period of 60 days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.

ii) Failure of the successful tenderer to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and banning of such tenderer.

iii) The PBG shall be released without interest after two (02) months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.

13. Scope of the Work

A) The Bank has a heterogeneous (make/model) set of Computers, Laptops, etc. with Windows/IOS operating systems, printers [Network / LaserJet Printers (colour and black & white)/Office Jet printers], Scanners, Projectors, and LED/LCD Screens. These computer and peripherals will be covered with a COMPREHENSIVE AMC / FMS for Assets under which, preventive maintenance, corrective maintenance, replacement of parts (including component), and shifting of IT Assets and managing the Video Conference Equipment, updating the content on display monitors based on department requests etc. will have to be carried out.

B) Vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within one hour of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity.

C) In case of systems covered under warranty which are not under the purview of Comprehensive AMC, the service engineers shall escalate the service call to the concerned vendor/OEM and take up necessary follow up activities for the same for defect rectification and repair & replacement of any parts or components of the equipment and maintain complete records of such activities and also intimate the IT Cell officials regarding the call details.

D) The Bank has automatic patch update system for Windows operating system. The vendor shall be responsible for monitoring of security and other patches on operating systems which should be done immediately upon their release by the Server after taking due permission of the Bank's officials.

E) The Bank has centralized anti-virus update system. However, the vendor shall be responsible for checking/ ensuring update of anti-virus files on PCs and Laptops covered under the AMC. The anti-virus packages will be provided by the Bank.

F) A call log register shall be maintained for all equipment covered under AMC/FMS. The vendor shall record therein each incident of equipment malfunction, date/time of commencement of downtime and successful completion of the repair/ maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity and call logged for under warranty IT assets shall also be recorded.

G) The Bank has a sub-office at Srinagar. The vendor has to provide the services at Srinagar (as and when required) to perform the maintenance work of systems.

14) Maintenance: Maintenance of all Assets under Comprehensive AMC as well as under Warranty has to be carried out.

(a) Preventive Maintenance

The preventive maintenance service of all the IT Assets is as important as prompt corrective maintenance service since regular and proper preventive maintenance service ensures trouble-free performance of the equipment. The vendor should provide for at least one **preventive maintenance schedule per month which includes external cleaning of all IT Assets** with brush and suitable chemical **and a Quarterly Maintenance Schedule of internal cleaning of all IT Assets with brush and/or vacuum cleaning**. The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, power

supplies (SMPS), updation of drivers and OS and Security patches, Antivirus software, etc. The time for such schedules will have to be specified in advance in consultation with the user department. The scope of work under preventive maintenance will be designed in consultation with the vendor's representative on the lines as specified and recommended by the original manufacturer/best practices.

(b) Corrective Maintenance

The corrective maintenance means identification of problem and its rectification which may include installing/ reinstalling of operating system, setup/configuring of printer, reinstalling/installing of application software either developed in-house or developed by the 3rd party, printer drivers, anti- virus agent, Smart Card Reader drivers, sending risk logs/ scan logs, operating / maintaining VC Systems, Review of IT Assets, operating / maintaining display screens etc.

(c) Replacement of Defective Parts

The replacement of defective parts (electrical/mechanical/others) means either repair or replacement of any worn out or defective part/component of the IT assets under Comprehensive AMC at the site of installation. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall provide alternate/substitute system/s of same or higher compatible configuration at its own cost and responsibility till the above components are repaired or replaced by the vendor to ensure business continuity of the Bank. The defective part can be replaced/repared either without any cost to the Bank or at the Bank's cost. The components for which parts will be repaired/replaced at Bank's cost will be categorized as under "Service Contract" instead of the AMC. (The defective part if has to be replaced at the Bank's cost, has to be certified by OEM that defective part is irreparable.)

15) Shifting of equipment

The shifting of equipment means moving the equipment from one place to the other place for carrying out the repair work, installation and reinstallation etc. This can be either of the following categories

- **Within Bank Premises:** The vendor should arrange for shifting of Computer Hardware within the office, whenever required, or within the Departments/Buildings in the Bank's premises as per the requirement and direction of IT Cell Officials.
- **From Bank to Vendor's Place and vice-versa:** The vendor should arrange for shifting of component from the Bank to the vendor's place and vice-versa for repairs/replacement etc.
- **From one Premises of the Bank to other location:** The vendor should provide necessary support for shifting and setting up the IT Hardware /Peripherals in any of the Premises, as mentioned in the [Annexure - B](#), or any other location of Bank's Interest/activity within the jurisdiction of this Office.

16) Other Terms and Conditions:

16.1 Those who qualify in Technical Bid will be considered as empaneled and the financial/commercial bids submitted as Part II by such vendors only will be analysed. The vendor quoting the lowest price bid will be awarded the work for AMC /FMS of Computer hardware, software and peripherals initially for One Year with effect from April 1, 2022 up to March 31, 2023 and is extendable annually provided the services rendered by the vendor are found to be satisfactory in the annual review. However, a bidder being L1 merely by financial/price bid will not be sufficient ground for award of contract in case bidders fail to quote the correct figures in line with latest statutory guidelines and their financial/price bids are liable to be rejected.

16.2 Maintenance services shall be provided by the vendor at Reserve Bank of India, Jammu, RBI residential colony, Srinagar Sub-office ([Annexure B](#)) and at such locations as advised by the Bank. The Bank reserves the right to add more sites if needed. The same shall be communicated to the vendor in writing.

16.3. The scope of coverage of the AMC/FMS will be for the Computer Hardware, Software and peripherals for all the items as given in [Annexure-VIII](#) [Part (a)] of the tender document. Technical support for software listed in [Annexure – VIII](#) [Part (b)] must also be provided. The AMC will not be awarded in parts.

16.4 The vendors should have the capabilities to handle maintenance for all brands and types of computer hardware and peripherals. The vendor must submit a list of such qualified engineers available with them, who can install/ re-install or work on SCO-UNIX/ Windows desktop operating systems all versions including Windows 8 and above, IOS, Oracle and networking (CISCO certified) etc. platforms. The details of the certified engineers should be provided in the format as given in [Annexure – II](#) (Part A) with the technical bid. The vendor should be able to repair hardware etc. immediately after receiving call, failing which they will have to provide alternate arrangement to ensure business continuity of the Bank.

16.5. The vendor shall arrange Two qualified resident engineers (REs) in the Bank's premises. REs should possess a Degree/Diploma in computer hardware/applications/networking with at least two years' experience in the relevant fields. The details of the certified engineers should be provided as given in [Annexure – II](#) (Part B) with the technical bid. The bio-data with police verification report along with photographs of the engineers should be submitted to IT Cell at the time of award of the tender. The vendor is also required to train backup personnel who are likely to be posted at our site in the absence of the regular resident engineers. The engineers posted regularly or as replacement of regular engineers should be in the regular pay rolls of the company/firm and should be qualified as prescribed.

16.6 The company shall load/reload and configure operating systems and/or any other specific system software as the case may be in the equipment covered under AMC, at no extra cost to the Bank, whenever the need arises.

16.7. Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the computer systems etc. covered under AMC.

16.8 Vendor shall, upon direction of IT Cell officials, configure Outlook/install various application software and any other application to make configuration changes in the equipment covered under AMC, free of cost.

16.9 The vendor should ensure at least 99% uptime for PCs and 99% uptime for printers and peripherals.

16.10 The resident engineers are required to display their identity cards issued by Bank, whenever they are in any of the Bank's premises and possess identity cards issued by the company. The Bank reserves the right to conduct independent background checks of the Engineers posted at our site.

16.11. The working hours on weekdays and on working Saturdays will be from 9.30 AM to 6.00 PM. The resident engineers shall report to the Department of Information Technology on all working days during office hours. However, Bank may require the services of the REs before or

beyond working hours and on non-working days at no extra cost to the Bank. The Resident Engineers shall be provided with mobile phones with connection by the vendor for which the cost shall be borne by the vendor. All travelling expenses of engineers will be borne by the vendor including the visits to the locations specified in [Annexure B](#).

16.12 The resident engineers would be subjected to an assessment process undertaken by the Bank before their deployment. In case the Bank is not satisfied with the resident engineers provided by the vendor, the Bank will have the right to ask for change of engineers. In case of non-compliance, suitable penalty will be levied on the vendor.

16.13 The vendor should maintain a Call Register and use online call logging Management system to track the calls and resolve the complaints. This will include resolution of complaints for the IT systems under the AMC as well raising the complaints with the OEM and coordinate till closing the calls for the IT systems under FMS. The onus will lie on the vendor to ensure that the calls are timely closed. The vendor shall extend necessary assistance in maintaining the inventory, shifting, installation and reinstallation of all the equipment. The resident engineers have to maintain the following records :

- a) Call Register- details of complaints i.e. nature of complaint, resolution time, status of completion, downtime, etc.
- b) Inventory register – details (User name, Department name, Cost, Make & Model etc..) of all hardware and software at the bank under maintenance and under manufacturers' warranty.
- c) Daily Status Report (DSR) of Complaints – team shall submit a DSR at End of each day to IT Cell officials of all complaints received and their resolution status.

16.14. Penalties:

a) Penalty of 5% of Quarterly bill amount (base amount i.e., excluding taxes) will be levied if monthly and / or quarterly preventive maintenance schedule is not done.

b) If any of the IT asset is not repaired or the problem is not rectified within two working days of registration of complaint, a penalty of Rs.200/- per day for PCs & peripherals and Rs.300/- per day for Laptops/ Notebooks shall be imposed on the Company and the same shall be deducted from the dues of AMC & FMS subject to a cap per complaint of Rs.2000/- for PCs and peripherals and Rs.3000/- for Laptops/Notebooks. Further, the Bank reserves the right to get such defective IT asset repaired from third party Company and the amount spent for such repair would be deducted from AMC & FMS charges.

c) A penalty of Rs. 1000/- per day per engineer shall be levied for the absence of any of Resident Engineer.

16.15. The vendor shall repair/ replace parts at the various sites of the Bank only. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall attend to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the Bank and also ensure that the data residing on the HDDs are not leaked.

16.16. The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of the Bank. If, at any time, it comes to the notice of the Bank that such sub-letting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.

16.17. The Bank will release quarterly payments towards the maintenance charges after the expiry of each quarter and after getting a certificate of satisfactory performance from the Department of Information Technology, Reserve Bank of India, Jammu and also on submission of preventive maintenance certificates (Monthly as well Quarterly) duly signed by the Head of the Departments/ Section in-charges of various departments of the Bank for the quarter for which bill is submitted.

16.18. The vendor shall ensure payment of minimum wages to the workmen employed by them. Vendor shall maintain a register of wages and shall issue a wage slip to every workman employed by them. Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment, bank details, salary slips of all the resident engineers along with certificates of monthly ESI & EPF deductions etc. shall be produced with the bill. No cash payment by the vendor shall be made to their employees. Vendor should ensure timely submission of above documents not later than fifteen days of the succeeding month of the quarter for which bill is produced. In case of default, Bank reserves the right to take penal action against the vendor.

16.19. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the vendor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by the vendor. The Vendor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him and submit documentary evidence [i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment] in respect thereof to the Bank. No extra payment over & above quoted rates shall be made to the agency or vendor on this account. The vendor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI.

16.20. The Vendor will provide insurance and medical insurance cover, to its workmen/ resident engineers deployed in the Bank. The workmen/ engineers or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.

16.21. The vendor or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, acts of Government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

16.22. The Vendor is bound to follow all Labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.

16.23. Compliance of various law viz., Minimum Wages Act 1948, Bonus Act, Employers' Liability Act 1938, Contract Labour (Regulation & Abolition) Act, the Employee Compensation Act 1923,

Industrial Disputes Act 1947, Maternity Benefits Act 1961, Employee State Insurance Act 1948, Provident Funds and Miscellaneous Provisions Act 1952, etc. and rules and regulations framed under all such Acts from time to time, shall be whole & sole responsibility of the Vendor. In this regard, the Vendor shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.

16.24. Non Disclosure: The Vendor or its representatives shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems / equipment etc., which may come to the possession or knowledge of the vendor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Vendor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. The vendor and its representatives shall always adhere to the Information Security Policy of the Bank.

16.25. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

16.26. The Bank reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the AMC or to any property of the Bank even if it is not covered under the AMC.

16.27. The Bank shall not consider any request in change of rates of AMC due to any reason whatsoever, during currency period of the contract.

16.28 The Vendor shall pay all the taxes, duties and levies, if any, required to be paid. The consideration indicated in the foregoing paragraphs shall be inclusive of all the taxes.

16.29. All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the courts in Jammu only. If any dispute arises between the parties about the terms of this contract or anything in relation to or arising out of this contract, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. If a single arbitrator could not be appointed by agreement, each side would be free to appoint one arbitrator each, who in turn will add an umpire. The decision of the arbitrator or arbitrators, as the case may be, shall be final in regard to such dispute or disputes.

16.30. The Vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint. The successful vendor shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable. Any complaint of Sexual Harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved. The vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The vendor shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within 15 days from each quarter end or from the date of engagement/deployment).

16.31. The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement and the Vendor cannot claim any damages/compensation and the Vendor is responsible for any loss.

16.32. Indemnity Clause :

i) The vendor agrees to indemnify and to keep RBI and its officers, employees, directors and representatives indemnified against all claims (including third party claims) actions, losses, damages, costs, expenses, charges including legal expenses which the RBI may suffer or incur on account of default on the part of vendor due to:

- a) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or
- b) Breach or non-performance of the terms and conditions of the contract; or
- c) Breach of the representations and warranties made by the vendor; or
- d) Negligent or fraudulent act or omission by the vendor; or any third party for reasons attributable to the vendor.

ii) The Vendor shall also keep the Bank indemnified against any claim from the staff of the vendor and it shall be the duty of the vendor to clearly inform his own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise. Further, the vendor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The vendor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

16.33. IS Policy Clause:

The vendor has to abide by the clauses under IS policy of the Bank. The policy will be shared with the vendor when the contract is awarded to the vendor.

Section II. Eligibility Criteria

1. The Vendor should be a Registered Indian Company/ Limited company under Companies Act or a registered Partnership Firm or a LLP governed by the Limited Liability Partnership Act 2008. Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ similar other relevant documents should be submitted as part of Technical Bid.

2. Vendor should be in the business of maintenance of Computer Hardware, Software and other associated Peripherals at least for the last 5 years ending December 31, 2021 and should have successfully completed -

a) three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b) two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

c) one similar completed work costing not less than the amount equal to 80% of the estimated cost.

The details should be furnished in the [Annexure-III](#) with the copy of Work orders.

3. The vendor should have provided AMC of PCs/Laptops/Printers etc. to at least one Financial Institution/Banks/Government sector/ PSUs during each of the last 3 years.

4. Minimum Annual turnover of amount equivalent to INR 10 lakhs in each of the last three years (i.e. 2018-19, 2019-20 and 2020-21) supported by audited or certified statement of accounts for 2018-19, 2019-20 and 2020-21.

5. Vendor must have registration under GST, PAN, TIN, Employee State Insurance Act (if applicable), Provident Fund, Labour laws (if applicable). Vendor must submit Copy of PAN, GST Registration certificate, certificate for registration under Employee State Insurance Act, certificate for EPF registration, registration under labour laws (wherever applicable) as part of Technical Bid.

6. The vendor should have a full-fledged Service Center at Jammu city with adequate technical staff and equipment for repair work. The Bank reserves the right to inspect the Repair Center and satisfy itself about the quality and reliability of service that can be rendered by the tenderer before opening the concerned tenderer's part-II bid.

7. The vendor should have adequate technical staff in Jammu with expertise, certifications for dealing with the said maintenance of IT assets ([Annexure-II](#)).

8. The vendor should not have been delisted/banned by any Government, Regulatory Authority, Financial Institution, etc. Further, the vendor should not have any insolvency case against it.

9. The company should have **OEM (Original Equipment Manufacturer) certification or Authorization or Service provider certificate.**

10. The Technical Bid (part I) shall include documentary proof in respect of each of the above 9 points. Financial/ Price bids (Part II) of a firm who fails to fulfil any of the above condition will not be considered.

11. The company should upload a copy of relevant eligibility criteria with the covering letter as given in [Annexure XI](#).

Section III - Draft Articles of Agreement

Annual Maintenance Contract (AMC) & Facilities Management Services (FMS) for Computer Hardware and peripherals 2022-23

This agreement is made on _____ day of March 2022 by and between Reserve Bank of India established under the RBI Act 1934 and having an office at Rail Head Complex, Trikuta Nagar, Jammu [hereinafter referred to as "the Bank"] on the one part and M/s _____ having office at _____ [hereinafter referred to as "the Vendor"] on the other part.

Whereas with a view to providing Annual Maintenance Contract (AMC) & Facilities Management Service (FMS) for Computer Hardware and Peripherals at Reserve Bank of India, Jammu, the Vendor has to provide the service on the terms and conditions hereinafter set out in conformity with the conditions spelt out in the tender.

Now this agreement witnesses that it is agreed by and between the parties and the scope of the work of company hereto as under:-

1. In consideration of sum of ₹ _____ /- (₹ _____ only) being the aggregate all-inclusive annual charges including GST, the Vendor shall be responsible for Annual Maintenance Contract (AMC) & Facilities Management Services (FMS) of Information Technology Infrastructure at Reserve Bank of India, Jammu. The AMC & FMS contract shall be effective from April 01, 2022 to March 31, 2022.

2. The Bank will release quarterly payments towards the maintenance charges after the expiry of each quarter and after getting a certificate of satisfactory performance from the Information Technology Cell, Reserve Bank of India, Jammu and also on submission of preventive maintenance certificates (Monthly as well Quarterly) from all the Departments of the Bank.

3. Scope of the Work

A) The Bank has a heterogeneous (make/model) set of Computers, Laptops, etc. with Windows/IOS operating systems, printers [Network / LaserJet Printers (colour and black & white)/Office Jet printers], Scanners, Projectors, and LED/LCD Screens. These computer and peripherals will be covered with a COMPREHENSIVE AMC / FMS for Assets under which, preventive maintenance, corrective maintenance, replacement of parts (including component), and shifting of IT Assets and managing the Video Conference Equipment, updating the content on display monitors based on department requests etc. will have to be carried out.

B) The Vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within one hour of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity.

C) In case of systems covered under warranty which are not under the purview of Comprehensive AMC, the service engineers shall escalate the service call to the concerned vendor/OEM and take up necessary follow up activities for the same for defect rectification and repair & replacement of any parts or components of the equipment and maintain complete records of such activities and also intimate the IT Cell officials regarding the call details.

D) The Bank has automatic patch update system for Windows operating system. The vendor shall be responsible for monitoring of security and other patches on operating systems which should

be done immediately upon their release by the Server after taking due permission of the Bank's officials.

E) The Bank has centralized anti-virus update system. However, the vendor shall be responsible for checking/ ensuring update of anti-virus files on PCs and Laptops covered under the AMC. The anti-virus packages will be provided by the Bank.

F) A call log register shall be maintained for all equipment covered under AMC/FMS. The vendor shall record therein each incident of equipment malfunction, date/time of commencement of downtime and successful completion of the repair/ maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity and call logged for under warranty IT assets shall also be recorded.

G) The Bank has a sub-office at Srinagar. The vendor shall provide the services at Srinagar (as and when required) to perform the maintenance work of systems.

4. Maintenance: Maintenance of all Assets under Comprehensive AMC as well as under Warranty has to be carried out.

(a) Preventive Maintenance

The preventive maintenance service of all the IT Assets is as important as prompt corrective maintenance service since regular and proper preventive maintenance service ensures trouble-free performance of the equipment. The vendor should provide for at least one **preventive maintenance schedule per month which includes external cleaning of all IT Assets** with brush and suitable chemical **and a Quarterly Maintenance Schedule of internal cleaning of all IT Assets with brush and/or vacuum cleaning.** The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, power supplies (SMPS), updation of drivers and OS and Security patches, Antivirus software, etc. The time for such schedules will have to be specified in advance in consultation with the user department. The scope of work under preventive maintenance will be designed in consultation with the vendor's representative on the lines as specified and recommended by the original manufacturer/best practices.

(b) Corrective Maintenance

The corrective maintenance means identification of problem and its rectification which may include installing/ reinstalling of operating system, setup/configuring of printer, reinstalling/installing of application software either developed in-house or developed by the 3rd party, printer drivers, anti- virus agent, Smart Card Reader drivers, sending risk logs/ scan logs, operating / maintaining VC Systems, Review of IT Assets, operating / maintaining display screens etc.

5. Replacement of Defective Parts

The replacement of defective parts (electrical/mechanical/others) means either repair or replacement of any worn out or defective part/component of the IT assets under Comprehensive AMC at the site of installation. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall provide alternate/substitute system/s of same or higher compatible configuration at its own cost and responsibility till the above components are repaired or replaced by the vendor to ensure business continuity of the Bank. The defective part can be replaced/repared either without any cost to the Bank or at the Bank's cost. The components for which parts will be repaired/replaced at Bank's cost will be categorized as under "Service Contract" instead of the AMC. (The defective part if has to be replaced at the Bank's cost, has to be certified by OEM that defective part is irreparable.)

6. Shifting of equipment

The shifting of equipment means moving the equipment from one place to the other place for carrying out the repair work, installation and reinstallation etc. This can be either of the following categories

- **Within Bank Premises:** The vendor should arrange for shifting of Computer Hardware within the office, whenever required, or within the Departments/Buildings in the Bank's premises as per the requirement and direction of IT Cell Officials.
- **From Bank to Vendor's Place and vice-versa:** The vendor should arrange for shifting of component from the Bank to the vendor's place and vice-versa for repairs/replacement etc.
- **From one Premises of the Bank to other location:** The vendor should provide necessary support for shifting and setting up the IT Hardware /Peripherals in any of the Premises, as mentioned in the [Annexure - B](#), or any other location of Bank's Interest/activity within the jurisdiction of this Office.

7. Other Terms and Conditions:

7.1 The contract is extendable annually maximum upto two more years (One year at a time) provided the services rendered by the vendor are found to be satisfactory in the annual review. In case the performance of the vendor is found to be unsatisfactory, the AMC contract shall be terminated by the Bank by giving due notice.

7.2 Maintenance services shall be provided by the vendor at Reserve Bank of India, Jammu, RBI residential colony, Srinagar Sub-office ([Annexure B](#)) and at such locations as advised by the Bank. The Bank reserves the right to add more sites if needed. The same shall be communicated to the vendor in writing.

7.3. The scope of coverage of the AMC/FMS will be for the Computer Hardware, Software and peripherals for all the items as given in [Annexure-VIII](#) [Part (a)] of the tender document. Technical support for software listed in [Annexure – VIII](#) [Part (b)] must also be provided. The AMC will not be awarded in parts. In the event of addition of machines or removal of machines under the scope of the AMC & FMS, the maintenance will be carried out by the Company for which no additional charges will be paid.

7.4 The vendor should have the capabilities to handle maintenance for all brands and types of computer hardware and peripherals. The vendor should be able to repair hardware etc. immediately after receiving call, failing which they will have to provide alternate arrangement to ensure business continuity of the Bank.

7.5 Deployment of Resident Engineers

a) The vendor shall arrange Two qualified resident engineers (REs) in the Bank's premises. REs should possess a Degree/Diploma in computer hardware/applications/networking with at least two years' experience in the relevant fields. The bio-data with police verification report along with photographs of the engineers should be submitted to IT Cell at the time of award of the tender. The vendor is also required to train backup personnel who are likely to be posted at our site in the absence of the regular resident engineers. The engineers posted regularly or as replacement of regular engineers should be in the regular pay rolls of the company/firm and should be qualified as prescribed.

b) The Resident Engineers deployed to RBI shall be provided with sufficient number of Tool Kits required for necessary onsite repairs.

c) The Resident Engineers deputed for maintenance of computers etc. at the Bank's location will be governed by Codes and ethics of the work place and may be subjected to verification by the Police or other Agencies. The Vendor will undertake police verification of all the Resident Engineers deployed at RBI Jammu and submit a copy of the same to the Bank. Failing to comply with the above norm may lead to cancellation of the Agreement. The vendor's personnel will at all times comply with all the security requirements in effect from time to time at the Bank's premises.

7.6 The vendor shall load/reload and configure operating systems and/or any other specific system software as the case may be in the equipment covered under AMC, at no extra cost to the Bank, whenever the need arises.

7.7 Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the computer systems etc. covered under AMC.

7.8 Vendor shall, upon direction of IT Cell officials, configure Outlook/install various application software and any other application to make configuration changes in the equipment covered under AMC, free of cost.

7.9 The vendor should ensure at least 99% uptime for PCs and 99% uptime for printers and peripherals.

7.10 The resident engineers are required to display their identity cards issued by Bank, whenever they are in any of the Bank's premises and possess identity cards issued by the company. The Bank reserves the right to conduct independent background checks of the Engineers posted at our site.

7.11. The working hours on weekdays and on working Saturdays will be from 9.30 AM to 6.00 PM. The resident engineers shall report to the Information Technology Cell on all working days during office hours. However, Bank may require the services of the REs before or beyond working hours and on non-working days at no extra cost to the Bank. The Resident Engineers shall be provided with mobile phones with connection by the vendor for which the cost shall be borne by the vendor. All travelling expenses of engineers will be borne by the vendor including the visits to the locations specified in [Annexure B](#).

7.12 The resident engineers would be subjected to an assessment process undertaken by the Bank before their deployment. In case the Bank is not satisfied with the resident engineers provided by the vendor, RBI will have the right to ask for change of engineers. In case of non-compliance, suitable penalty will be levied on the vendor.

7.13 The vendor should maintain a Call Register and use online call logging Management system to track the calls and resolve the complaints. This will include resolution of complaints for the IT systems under the AMC as well raising the complaints with the OEM and coordinate till closing the calls for the IT systems under FMS. The onus will lie on the vendor to ensure that the calls are timely closed. The vendor shall extend necessary assistance in maintaining the inventory, shifting, installation and reinstallation of all the equipment. The resident engineers have to maintain the following records :

- a) Call Register- details of complaints i.e. nature of complaint, resolution time, status of completion, downtime, etc.
- b) Inventory register – details (User name, Department name, Cost, Make & Model etc.,) of all hardware and software at the bank under maintenance and under manufacturers' warranty.
- c) Daily Status Report (DSR) of Complaints – team shall submit a DSR at End of each day to IT Cell officials of all complaints received and their resolution status.

8. Penalties :

- a) Penalty of 5% of Quarterly bill amount (base amount i.e., excluding taxes) will be levied if monthly and / or quarterly preventive maintenance schedule is not done.
- b) If any of the IT asset is not repaired or the problem is not rectified within two working days of registration of complaint, a penalty of Rs.200/- per day for PCs & peripherals and Rs.300/- per day for Laptops/ Notebooks shall be imposed on the Company and the same shall be deducted from the dues of AMC & FMS subject to a cap per complaint of Rs.2000/- for PCs and peripherals and Rs.3000/- for Laptops/Notebooks. Further, the Bank reserves the right to get such defective IT asset repaired from third party Company and the amount spent for such repair would be deducted from AMC & FMS charges.
- c) A penalty of Rs. 1000/- per day per engineer shall be levied for the absence of any of Resident Engineer.

9. The vendor shall repair/ replace parts at the various sites of the Bank only. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall attend to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the Bank and also ensure that the data residing on the HDDs are not leaked.

10. The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of the Bank. If, at any time, it comes to the notice of the Bank that such sub-letting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.

11. The Bank will release quarterly payments towards the maintenance charges after the expiry of each quarter and after getting a certificate of satisfactory performance from the Department of Information Technology, Reserve Bank of India, Jammu and also on submission of preventive maintenance certificates (Monthly as well Quarterly) duly signed by the Head of the Departments/ Section in-charges of various departments of the Bank for the quarter for which bill is submitted.

12. The vendor shall ensure payment of minimum wages to the workmen employed by them. Vendor shall maintain a register of wages and shall issue a wage slip to every workman employed by them. Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment, bank details, salary slips of all the resident engineers along with certificates of monthly ESI & EPF deductions etc. shall be produced with the bill. No cash payment by the vendor shall be made to their employees. Vendor should ensure timely submission of above documents not later than fifteen days of the succeeding month of the quarter for which bill is produced. In case of default, Bank reserves the right to take penal action against the vendor.

13. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the vendor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by the vendor. The Vendor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him and submit documentary evidence [i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment] in respect thereof to the Bank. No extra payment over & above quoted rates shall be made to the agency or vendor on this account. The vendor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non- compliance of labour laws including that of EPF and ESI.

14. The Vendor will provide insurance and medical insurance cover, to its workmen/ resident engineers deployed in the Bank. The workmen/ engineers or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises. A copy of the insurance policy should be submitted to the Bank within 30 days after initialization of the Contract.

15. The vendor or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, acts of Government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

16. The Vendor is bound to follow all Labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.

17. Compliance of various law viz., Minimum Wages Act 1948, Bonus Act, Employers' Liability Act 1938, Contract Labour (Regulation & Abolition) Act, the Employee Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Employee State Insurance Act 1948, Provident Funds and Miscellaneous Provisions Act 1952, etc. and rules and regulations framed under all such Acts from time to time, shall be whole & sole responsibility of the Vendor. In this regard, the Vendor shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.

18. **Non Disclosure:** The Vendor or its representatives shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems / equipment etc., which may come to the possession or knowledge of the vendor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private

and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Vendor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. The vendor and its representatives shall always adhere to the Information Security Policy of the Bank

19. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

20. The Bank reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the AMC or to any property of the Bank even if it is not covered under the AMC.

21. The Vendor shall pay all the taxes, duties and levies, if any, required to be paid. The consideration indicated in the foregoing paragraphs shall be inclusive of all the taxes.

22. The Bank shall not consider any request in change of rates of AMC due to any reason whatsoever, during currency period of the contract.

23. Jurisdiction and Arbitration

a) All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the courts in Jammu only.

b) If any dispute arises between the parties about the terms of this contract or anything in relation to or arising out of this contract, the Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiation, Reserve Bank of India and the Vendor are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration. If any dispute arises between the parties about the terms of this contract or anything in relation to or arising out of this contract, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. If a single arbitrator could not be appointed by agreement, each side would be free to appoint one arbitrator each, who in turn will add an umpire. The decision of the arbitrator or arbitrators, as the case may be, shall be final in regard to such dispute or disputes.

24. The Vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint. The successful vendor shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable. Any complaint of Sexual Harassment from any aggrieved employee of the

vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved. The vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The vendor shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within 15 days from each quarter end or from the date of engagement/deployment).

25. The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement and the Vendor cannot claim any damages/compensation and the Vendor is responsible for any loss.

26. Indemnity Clause:

i) The vendor agrees to indemnify and to keep RBI and its officers, employees, directors and representatives indemnified against all claims (including third party claims) actions, losses, damages, costs, expenses, charges including legal expenses which the RBI may suffer or incur on account of default on the part of vendor due to:

- a) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or
- b) Breach or non-performance of the terms and conditions of the contract; or
- c) Breach of the representations and warranties made by the vendor; or
- d) Negligent or fraudulent act or omission by the vendor; or any third party for reasons attributable to the vendor.

ii) The Vendor shall also keep the Bank indemnified against any claim from the staff of the vendor and it shall be the duty of the vendor to clearly inform his own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise. Further, the vendor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The vendor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

27. Performance Security

i) The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) for 10% of contract value in accordance with the [Annexure XII](#) within one month from the award of work order. The PBG shall be valid for a period of 60 days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.

ii) Failure of the successful tenderer to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and banning of such tenderer.

iii) The Performance Bank Guarantee (PBG) shall be released without interest after two (02) months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after adjusting all dues, liabilities, etc.

28. All the prices, terms, warranties and benefits granted by the vendor shall be comparable or better than the equivalent terms being offered by the vendor to any of its customers. If the vendor

shall, during the currency of this agreement, enter in to arrangements with any of its customer/s providing greater benefits or more favourable terms, the agreement shall thereupon be deemed to be amended to provide on the same terms to the Bank as if such terms were incorporated herein and are applicable hereto.

29. In case the vendor is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract they will be liable to pay the damages to the Bank including the cost which the Bank will have to incur for getting such work done. The above act of backing out would automatically debar the vendor from any further dealing with this department and the security money/EMD would also be forfeited.

In witness whereof, the parties have hereto respectively subscribed their names at the places and on the dates herein after in each specification.

Signed and delivered for and on behalf of M/s _____

For _____

[Authorised Signatory]

Witness:

1.

2.

Signed and delivered for and on behalf of the Reserve Bank of India by the hand of Shri _____, Deputy General Manager, Reserve Bank of India, Jammu.

GM, Reserve Bank of India

Witnesses:

1.

2.

Section IV - Submission of Bids

1. Separate technical and financial/ commercial bids should be submitted at www.mstcecommerce.com/eprochome/rbi by **15:00 hrs of March 09, 2022**. Technical & Financial bids will be opened as time schedule given in the schedule of Tender (SOT). **Scanned Copy of all the required documents shall be uploaded by the vendors along with technical bid on www.mstcecommerce.com/eprochome/rbi failing which the vendors shall be declared technically disqualified.**
2. Each page of the technical and financial/commercial bid should be signed and stamped with the company seal.
3. Incomplete bids or bids submitted after due date and time are liable to be rejected.
4. **The Reserve Bank of India does not bind itself to accept the lowest or any quotation and reserves itself the right to accept or reject any or all the quotations, either in whole or in part without assigning any reason for doing so.**
5. Vendor shall deposit an **Earnest Money Deposit of Rs. 14,500/- by NEFT** in Bank's A/c No. Beneficiary Ac No: 8714295, IFSC -- RBIS0JMPA01 (5th and 10th digit being zero) **on or before 12:00 Hrs of March 09, 2022 (Kindly Mention UTR transaction detail as given in [Annexure IX](#))** which will be refunded in the event of (i) Completion of financial/commercial bid evaluation for vendors other than L1 or (ii) Commencement of AMC and submission of 10% Performance Bank Guarantee in case of L1 vendor. Interest will not be paid on the EMD. Bids submitted without EMD are liable to be rejected.
6. **The Technical Bid should contain following documents:- (Scanned Copy of all the Required documents as mentioned in this e-tender document shall be uploaded by the vendors along with technical bid on www.mstcecommerce.com/eprochome/rbi failing which the vendors shall be declared technically disqualified.)**

1	Vendor/Company Profile	Annexure-I
2	Details of the certified engineers (Microsoft, CISCO, etc. certification) duly attested by the competent authority of the company and details of the proposed resident engineers duly attested by the competent authority of the company.	Annexure- II
3	List of major customers/ clients in last 5 years and references (including important works on hand)	Annexure III
4	Certificate of Satisfactory Service by Clients	Annexure-IV (Indicative)
5	Undertaking/ Certificate of Indemnity	Annexure-V
6	Form of Bankers' Certificate / Solvency Certificate from a Scheduled Bank	Annexure- VI
7	Compliance Matrix	Annexure-VII
8	NEFT (UTR Transaction Details) of Rs.14,000/- (Rupees Forty Six Thousand Only) for EMD	Annexure-IX
9.	Prescribed Format for Application	Annexure-XI

7. The bids shall be in conformity with our conditions and requirements. The Bank reserves the right to reject an offer for any of the deviations.

8. Clarifications/conditions stipulated by the vendor, if any, shall be examined and discussed with the vendors and the conditions that are acceptable as well as the conditions which are not acceptable to the Bank shall be intimated in pre-bid meeting. The financial bids of only technically qualified vendors shall be opened for the purpose of commercial evaluation.

9. **The financial/commercial Bid should be submitted on www.mstcecommerce.com/eprhome/rbi** as given in **[Annexure-X](#)**. No terms and conditions should be stipulated in the financial/commercial bid. Any terms and conditions indicated therein would be ignored by the Bank.

10. The validity of the financial/commercial bid should be for a minimum of 3 months from the date of closure of tender. **The validity of the offer should be indicated in the Technical Bid.**

11. Where there is a discrepancy between the amounts in figure and in words, the amount in words shall govern.

Section V - Evaluation of bids

a) The technical bids will be opened first and evaluated to determine responsiveness and completeness to the pre-qualification and eligibility criteria. Any clarification/rectification in case of deviations in the technical bids at this stage, will be called for in writing by letter/email. The failure to submit the same within the specified time limit may result in rejection of the bid.

b) Vendors should be ready to give a short presentation on their proposal, if requested to do so, in front of the Technical Committee with 3-4 days' Notice. They are expected to reply to all the queries from the Technical Committee during this presentation. This presentation would be part of the technical evaluation process.

c) The Technical Committee formed for the evaluation of the bids/proposals will take into account the following factors:

- i. Completeness of Annual Maintenance Contract (AMC) proposal
- ii. Financial Standing and Experience with similar projects
- iii. Strength and profile of technical staff and implementation plan

d) The above-mentioned list is only an indicative one. RBI at its discretion may make deletions in / additions to this list. The Bank may obtain reports on past performance of the tenderer from his clients. The Bank may evaluate the said reports before opening of the Part II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part I of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the eligible vendors will be empanelled by the Bank for a period of three years with effect from April 01, 2022. After empanelment, the financial bids of only empanelled vendors will be opened for purpose of Commercial evaluation. The award of contract for a period of One Year (extendable annually subject to annual review of satisfactory performance) will be made to the vendor whose bid has been determined to be the lowest in Total Cost to the Bank (inclusive of all taxes as applicable). Annual increment on the rates of Comprehensive AMC decided shall be based on the indexation formula as given in [Annexure A](#).

Indexation formula for calculating AMC:

The rates for AMC for subsequent years shall be calculated on the basis of indexation. The formula to be used for such indexation will be as follows:

$$A_C = A_P [15 + \{85 \times (CPI_C / CPI_P)\}] \times 1/100$$

where,

A_C = The Man Month rate for services for the current/new year;

A_P = The Man Month rate for services for the previous year to an end;

CPI_C = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current year

CPI_P = Consumer Price Index for industrial workers for Urban/Mumbai City six Months prior to the commencement date of contract for the previous year

Source for Indices:

WPI: from the Office of Economic Advisor, GoI

CPI: from the Labour Bureau, GoI

List of Properties of the Bank where the services shall be provided

1. Reserve Bank of India, Rail Head Complex, Trikuta Nagar, Jammu - 180012.
2. Reserve Bank Staff Quarters, Sector-9, Trikuta Nagar, Jammu - 180012
3. Reserve Bank of India, Amir Manzil, 1-C, Rajbagh, Srinagar – 190 008.

The Bank reserves the right to add or delete sites from the above list.

PART I – TECHNICAL BID

Format for Technical Bid
(To be submitted on the Letter Head of the Company)

Vendor/ Company Profile

(Details filled in this form must be accompanied by sufficient documentary evidence for verification of correctness of the information)

S.No.	Items	Details
1.	Name of the Vendor	
2.	Address of the Registered Office*	Address Telephone Fax Email
3.	Address of the office at Jammu*	Address Telephone Fax Email
*(Details of rows 2 and 3 would be verifiable from vendor's website. Appropriate link should be provided. If details cannot be verified from website, then appropriate proof should be provided.)		
4.	URL of Vendor's website	
5.	a) Type of the organisation (whether Sole Proprietorship/ Partnership/ Private Limited/ Limited or Co-operative Body etc.)	
	b) Date of establishment	
	c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same.	
6.	Names of the proprietor / partner /directors of organization with designation.	
7.	Name and designation of the authorized official responding to this request	
8.	Contact telephone, fax number and E-mail address of the authorized official	Mobile Phone Fax E-mail
9.	Technical personnel available in the organization (details to be furnished in Annexure II)	
10.	Details of applicable tax Registration numbers (PAN, TIN, GST etc.) (Certified copies to be attached)	

11.	Financials:	2018-19 (Audited)	2019-20 (Audited)	2020-21 (Audited)
	i Net Profit:			
	ii Turn over			
12.	Copies of Balance sheet & Profit and Loss A/c for the last three years to be enclosed			
13.	Adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank as given in Annex VI) and Income Tax Return for the last three years shall be attached).			
14.	Whether the vendor has a Valid license issued under the Contract Labor Act, 1970? If yes, please attach a copy. If not, whether the vendor has been exempted and if so for what reason?			
15.	Has the company/firm/vendor been black-listed by any of the offices of the Reserve Bank of India? If so, details may be provided.			
16.	Whether there is legal action being taken against vendor for any cause in any legal jurisdiction?			
17.	Whether, the Vendor has been banned/ delisted by any Government/ Regulatory Authority/ Financial Institution/ etc. in last 03 years?			
18.	Whether, the Vendor has any Insolvency case pending against it?			
19.	Whether penalised/convicted in connection with similar business. If yes, details thereof:			
20.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the Vendor. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix			
Signature of an authorised official with seal				

Annexure-II

Part A – Details of qualified engineers at Jammu

	Number of qualified engineers at Jammu office	Qualifications	Nature of Jobs Handled
Hardware (including LAN)			
Software			

Part B- Details of Resident Engineers proposed to be posted at RBI Jammu:

Sl.No.	Name	Technical Qualification	Area of Specialization	No. of years of experience in computer maintenance	Date of joining the Firm	Mobile No.
1						
2						

*Full bio-data of the resident Engineers to be enclosed separately.

Signature of authorised official with seal

Annexure- III**List of major customers/ clients in last 5 years and references (including important works on Hand)**

S. No.	Name & complete postal address of the customer	Type of Client – Bank/ FI, Govt. body, Reputed Concern	Name, Designation, Tel., Fax, e-mail address of the contact person	Nature of work undertaken during last 5 years	Contract Amount	Whether the work was left incomplete or contract was terminated from either side. If yes, Give full details	Whether reference letter enclosed
1	2	3	4	5	6	7	8

(Please enclose necessary documentary evidence)

Signature of authorized official with seal

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF VENDOR (Indicative)
(On the letter Head of Client)

Name & address of the Client :
(Phone No. & Email ID) _____

Details of Works executed by Shri /M/s _____

1	Details of AMC & FMS support provided by M/s	
2	Name of work with brief particulars	
3	Agreement No. and date	
4	Agreement Amount	
5	Date of commencement of AMC	
6	Stipulated uptime of Hardware and Software Peripherals	
7	Recorded uptime of Hardware and Software Peripherals	
8	Details of penalty levied for not maintaining stipulated uptime, if any	
9	Name and address of the authority under whom AMC executed i) Whether the service provider employed qualified Engineer/Coordinator during AMC period?	
10	Quality of work (indicate grading)	Outstanding/Very Good /Good / Satisfactory /poor
11	i) Did the vendor go for arbitration?	Yes/No
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
12	Comments on the capabilities of the service provider.	
	a) Technical proficiency	
	b) Financial soundness	Outstanding/Very Good /Good / Satisfactory /poor
	c) Mobilization of adequate Technical support	Outstanding/Very Good /Good / Satisfactory /poor
	d) General behavior	Outstanding/Very Good /Good / Satisfactory /poor
	e) Mobilization of manpower	Outstanding/Very Good /Good / Satisfactory /poor

Note: All columns should be filled in and properly "Countersigned"

Signature of the Reporting Office with Office seal

Undertaking/ Certificate of Indemnity
(To be submitted on the letterhead of the Vendor)

The Regional Director
Reserve Bank of India
Department of Information Technology
Rail Head Complex
Trikuta Nagar
Jammu 180012

Dear Sir,

Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Jammu.

In response to your captioned tender dated _____, we hereby certify having fulfilled all the eligibility criteria stipulated in it and

1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
3. We warrant that the repair and maintenance service/products to be sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify (unlimited liability) the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
4. We shall adhere to IS Policy guidelines of the Bank.
5. We shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention & Redressal) Act 2013.
6. We shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act as per the Central Government, Workmen's Compensation Act, 1923, PF/ESI Act and other labour laws prevailing in the country.

Yours faithfully,

Signature

Name :

Designation :

Place :

Date :

**FORM OF BANKERS' CERTIFICATE / SOLVENCY CERTIFICATE FROM A
SCHEDULEDBANK**

(Must be issued on or after 01/02/2022)

This is to certify that to the best of our knowledge and information M/s./Shri _____
_____ having registered address
_____ is a
customer of our bank are/is respectable and can be treated as good for any engagement up to a
limit of Rs _____ (Rupees _____)
It is clarified that this information is furnished without any guarantee or responsibility on part of
the Bank or any of its officials.

(Signature)

For the Bank

Date:

Place:

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Compliance Matrix

Sr. No.	Eligibility Criteria	Compliance (Yes/ No)	Whether documentary evidence submitted
1.	The Vendor should be a Registered Indian Company/ limited company under Companies Act or a registered Partnership Firm or a LLP governed by the Limited Liability Partnership Act 2008		
2.	The vendor should have good reputation in the market and their clientele should preferably include banks, FIs, Government Undertakings and other reputed concerns.		
3.	The vendor should furnish details of their banker(s) with account number and address of the bank/ branch along with the type of all the facilities availed from the bank(s).		
4.	Vendor should be in the business of maintenance of Computer Hardware, Software and other associated Peripherals at least for the last 5 years and should have executed one or more such assignment with value more than or equal to Rs. 7.00 lakh during each of the last 3 years.		
5.	The vendor should have a registered office and a full-fledged service setup at Jammu. The tenderer should have a repair center at Jammu with adequate technical staff and equipment for repair work.		
6.	The vendor should have OEM certifications or Authorization or service provider certificate		
7.	The vendor should have the capability to handle Annual Maintenance Contract for all brands and types of computer systems like PCs (desktops & laptops), servers, printers, scanners and related peripherals.		
8.	The vendor shall arrange two qualified resident engineers (REs) in the Bank's premises. REs should possess a Degree/Diploma in computer hardware/ applications/ networking with Two years' experience in their respective fields.		
9.	The vendor should ensure at least 99% uptime for PCs and 99% uptime for peripherals.		
10.	The vendor should use online call logging Management system to track the calls and fasten the process. All the resident engineers will coordinate with facility management through Online Call Logging & Management System.		
11.	The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of the Bank.		
12.	The Vendor will provide insurance cover to Resident Engineers deputed in the Bank. The engineers or their legal heirs shall not claim any insurance benefit from the		

	Bank in case engineers suffer any loss or damage to their life or person or property while working in the Bank premises.		
13.	The Vendor is bound to follow all Labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.		
14.	The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other Labour Laws prevailing in the country and the Bank is not responsible for violation of any of the provisions of Labour Laws by the Vendor and the Vendor will make good the loss caused to the Bank due to non-compliance with any of the provisions of Labour Laws or any other Law by the Vendor.		
15.	The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity.		

Signature of authorized official with seal

Part (a): List of IT Assets: Details of Computer Hardware items/ Peripherals covered under AMC/FMS

Type of Asset	No. of Units
Desktops	
Acer Veriton M200-Q57	16
Acer Verito	13
Apple all-in-one Desktop	1
Dell All-in-One 7700 Desktop	1
Dell OptiPlex7050SFF	51
Dell Optiplex 5080 SFF Desktop	5
HP 800 G2 ALL-IN-ONE	1
HP Compaq Elite 8300 SFF	20
HP Compaq Elite Desk 800G1 SFF	20
HP Elite 800 G1	10
HP Elite 800 G2	18
HP EliteOne 800 G1 all-in-one	6
HP EliteOne 800 G2 all-in-one	1
HP Pro Desktop 600 SFF	50
HP ProDesk 600 G4 SFF	30
Super Genius Wipro	4
Total	247
Laptops	
Apple Macbook Pro	1
Dell Latitude 3410	28
Dell latitude 7320	3
Dell Latitude 3480	13
HP Elite X2 1012 G2	1
HP Elite X2 G4	1
HP IDS Notebook	1
HP Probook 430 G3	14
HP Probook 4440s	1
Microsoft Surface Pro 6	1
Total	64
Printers	
Canon MB 5170 Color Printer Ink iet A-i-O	5
DTC 1500 HID Card Printer	1
HP Laser Jet P1606dn	2
HP Laser Jet Pro 400 M401dne	1
HP Laser Jet Pro 400 M403dne	2
HP Laserjet M226DW	4
HP Laserjet PRO 400 M401 DNE	4

HP LaserJet Pro M202dw	16
HP LaserJet Pro M203dw	14
HP LaserJet Pro M403dn	8
HP Office Jet Pro 8600 Plus	11
HP Office Jet pro 8620 e all in one	4
HP Office Jet Pro 9010 AIO	3
MB5170 Canon Multi Functional All in One Inkjet	14
Personal Printer HP 1606 DN	1
Personal Printer Samsung ML-3310D	1
Total	91
Scanners	
Canon Lide 300 Flatbed Scanner	6
Canon Scanner LIDE 120	2
Flat Bed Epson Scanner	2
HP Scanjet 200 Flatbed photo scanner	10
HP ScanJet 5000 s4	1
HP ScanJet Enterprise flow 7500	1
HP Scanjet N9120	1
HP ScanJet Pro 2000 s1	2
HP Scanjet Pro 3000S3	3
Total	28
Other Items	
Dell Projector	2
Epson Projector	1
Total	3
GRAND TOTAL	433

Note: The Bank reserves the right to add / delete any IT Asset to/from above list

Part (b): Technical Support for Operating Systems / Application Packages

SN	Applications / Software
1	Windows 10 and above
2	Windows 2008 Server and above
3	Apple IOS
4	Adobe Reader
5	MS Office/Office 365 and associated Microsoft applications like MS Outlook, Microsoft Teams, Microsoft Forms, Microsoft OneDrive etc.
6	Enterprise Vault
7	Trend Micro Antivirus
8	CISCO AnyConnect
9	CISCO Webex
10	SCCM
11	AutoCAD 2021 and above
12	Other Applications running in the Bank

Note: The Bank reserves the right to add / delete any software or application to/from above list

UTR Transaction Details For EMD

S.N.	Requirements	Details
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

Prescribed Format for Application
(Letterhead of the Company)

To

Date:

The Regional Director
Reserve Bank of India
Department of Information Technology
Rail Head Complex
Trikuta Nagar
Jammu - 180012

Dear Sir,

We have carefully examined the scope of work and services specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works and services in the Memorandum for the time specified at the rates mentioned in the Commercial Bid and in accordance with specifications and instructions in writing with such other materials as are provided for, and in all other respects, in accordance with such conditions so far as they may be applicable.

1. We also agree that our tender will remain valid for acceptance by the Bank for 3 Months from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee valid during the entire period of validity of tender, as per enclosed proforma as in [Annexure XII](#) in the tender document.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

3. I/we understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.

4. The Tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Commercial Bid) contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2022.

For and behalf of M/s

(Signature with Seal)

Name
Designation
Place
Date

(Certified true copy of the Power of Attorney of the above signatory should be enclosed)

Witnesses:

(1) Signature with
name Address & date

(2) Signature with
name Address & date

Date

Seal

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____

Date _____

To
The Regional Director
Department of Information Technology
Reserve Bank of India
Jammu

Dear Sir/Madam,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by M/s _____ (hereinafter referred to as "the Vendor") in terms of their contract with you for "Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Jammu" as per their Tender dated _____ and your Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ (INR _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the said Contract and in the event of the Vendor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Vendor.
2. Notwithstanding anything to the contrary, your decision as to whether the Vendor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period of the said Contract and after the vendor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the

expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Vendor or to postpone for any time or from time to time any of your rights or powers against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Vendor or any other forbearance, act or omission on your part or any indulgence by you to the Vendor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Vendor or any other person, firm or Vendor on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Vendor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Vendor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated Vendor or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and vendor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee, all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER
(Banker's Seal)

Address _____

PART II – FINANCIAL BID

PART – II: FINANCIAL BID

Terms and Condition of Financial/Price Bid

1. The bidders are required to quote amount towards wages cost of engineers in compliance with payment of minimum wages as notified by the Central Government/State Government (whichever is higher) from time to time and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc.)
2. The Comprehensive AMC Charges (CAMC), excluding GST, should also include expenses towards administrative services, uniform, profit, mobile charges etc. to Resident engineer. The Bank will not entertain any claim regarding revision of this amount during the period of the contract under any circumstances. At the time of Annual review these charges shall be determined based on the Indexation Formula given in [Annexure-A](#).
3. The bidders shall submit only the amount as calculated at “#” [row number 5 of table in [Annex X \(A\)](#)] at MSTC website.
4. A bidder being L1 merely by financial/price bid will not be sufficient ground for award of contract. In case bidders fail to quote the correct figures in line with latest statutory guidelines their financial/price bids are liable to be rejected.
5. After opening of financial/price bid online, the bidders shall submit the calculation sheet ([Annex X](#)) when called for by the Bank to check the validity of the amount quoted as per prevailing statutory rates and decide upon the award of contract. At this stage no change/correction of amount submitted online will be allowed.

A. Calculation Sheet - How to fill price at MSTC site.**(This filled in sheet is not to be uploaded on MSTC with Technical Bid)**

S. No.	Description	Rate (in Rs.)
1	Amount to be quoted towards wages (Excluding GST) of Two Resident Engineers as per requirements indicated in Tender.	
2.	Comprehensive AMC Charges (excluding GST) as per tender for one Year and must be quoted in Rupees. The CAMC charges includes expenses towards Administrative Services, Profit, Mobile Charges to RE etc.	
3.	Total (1+2)	
4.	GST (18% of 3)	
5.	Grand Total (3+4)	#

Submit this amount in MSTC.