



**Reserve Bank of
India
Gangtok**

**NOTICE INVITING
TENDER (NIT)**

**Tender of Facility Management Services
for
Computers Hardware, Software and Peripherals at Reserve Bank of
India, Gangtok**

The Reserve Bank of India, Gangtok intends to empanel the vendors for a period of 1 years for “**Facility Management Services for Computers Hardware, Software and Peripherals**” at Reserve Bank of India, Gangtok. The same may be renewed further for a period of another two years subject to satisfactory performance of the vendor. **The estimated cost of the Facility Management Service is approximately Rs. 2,91,726 lakh annually (for 12 months). Charges for any broken period will be treated as pro-rata basis.**

a. Tender no	RBI/Gangtok/07
b. Mode Of Tender	Through Website (Part I - Technical Bid and Part II – Price Bid)
c. Date of NIT available to parties to download	September 09, 2020 at 11:00 Hrs.
d. Pre-Bid meeting	NA
e. Date of commencement of Tender for submission of Commercial Bid and Commercial/Price Bid	11:00 Hrs of September 10, 2020
f. Date of closing for submission of Technical Bid & Price Bid.	15:00 Hrs on September 20, 2020
g. Date & time of opening of Part-I - Technical Bid Part-II - Price Bid:	Part I - 16:00 Hrs on September 20, 2020 Part II opening date shall be informed separately



DISCLAIMER

Reserve Bank of India, Gangtok, has prepared this document to give background information on the project to the interested parties. While Reserve Bank of India 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 Quotation. 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 time table 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.



Reserve Bank of India
Gangtok

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**RESERVE BANK OF INDIA
GANGTOK**

**TENDER FOR FACILITY MANAGEMENT SERVICE FOR
MAINTENANCE OF COMPUTERS HARDWARE, SOFTWARE AND
PERIPHERALS AT RESERVE BANK OF INDIA, GANGTOK**

PERIOD OF CONTRACT 01.10.2020 to 31.03.2021

**LAST DATE OF SUBMISSION: 15:00 Hrs on
September 20, 2020**



**RESERVE BANK OF INDIA
GANGTOK**

**QUOTATION FOR FACILITY MANAGEMENT SERVICES FOR COMPUTERS
HARDWARE, SOFTWARE AND PERIPHERALS AT RESERVE BANK OF INDIA,
GANGTOK**

Separate technical and commercial bids are invited from entities which are engaged in providing Maintenance services for Computer Hardware, Software and Peripherals. The contract will be valid for period October 01, 2020 to March 31, 2021 and may be renewed further for two years or other periods as RBI may decide. The Quotations shall be submitted on or before 15:00 Hrs on September 20, 2020. The estimated cost of the Facility Management Service is approximately Rs. 2,91,726/- annually (for 12 months).

General Instructions

1. This document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the vendor. Further, RBI will not be liable for any costs incurred by the vendor in the preparation of the response to this. The preparation of vendors proposal will be made without any obligation by the Bank to acquire any of the items included or rejected. All information included by the vendors in their proposal will be treated in strict confidence.

2. Details of Computer Hardware, Software and Peripherals are given in [Annex I](#).

The list is indicative and not exhaustive.

3. Nature of Work: Onsite Facility Management Service (FMS) of heterogeneous makes/models, Servers, Computer systems, Laptops, I- pad, Printers, projectors etc. and Computer Operating Systems & Software.



Facility Management Service for Computer Hardware and Peripherals at RBI, Gangtok



4. **Place of Work:** Computer Hardware, Software and Peripherals installed at the following locations:

SN	Address	
01	Reserve Bank of India, Gangtok, Amdogolai, Tadong, Gangtok	Main Office Building

The Resident Engineer will have to be available to take calls on all working days. Working hours will be as follows:

Working Days	Timing	Location
Working days	9.00 a.m to 7.00 p.m / till closing of Bank (whichever is later)	Main Office Building, Amdogolai, Tadong, Gangtok

5. **Time Allowed:** Six months contract October 01, 2020 to March 31, 2021; extendable on a yearly basis for a **maximum of two more years** subject to satisfactory performance. It shall be open to either party to terminate this agreement any time during its currency by giving at least three months' notice to the other party in writing.

Quotation in prescribed form shall be submitted in **two parts [Technical Bid (Part-I) & Price Bid (Part-II)]**.

6. **Documents:** Technical Bid (Part-I) will contain following information/ documents without any information on price for the proposed work:

- a) the terms and conditions as mentioned in [Annexure II](#)
- b) Duly filled in profile of the company/firm (as per [Annex-III](#))
- c) Details of Resident Engineer proposed to be posted in RBI (as per [Annex IV](#))
- d) List of FMSs performed by the Vendor (as per [Annex V](#))
- e) Client's certificate regarding performance of FMS service provider (as per [Annex V\(A\)](#))
- f) Certificate of indemnity (as per [Annex VI](#))
- g) Bankers certificate (as per [Annex VII](#))
- h) Vendor's covering letter (as per [Annex VIII](#))
- i) Vendor's additional conditions, if any



7. The Technical Bid should include all annexures duly completed and supported with the required documents. All the documents should be indexed, flagged and page numbered. Deviations to the terms and conditions, if any, shall be clearly mentioned by the vendor in the Technical Bid. The Technical Bid (Part-I) and Price Bid (Part-II) should be submitted within stipulated time period.
8. No deviation will be allowed in the Commercial Bid/Price Bid, which is meant only for the quotation of offer price/ rate. The format of Price Bid (Part-II) is given in [Annex IX](#) for information. The offer should be valid for three months from the date of opening of Price Bid (Part-II).
9. The Bank shall obtain reports on past performance of the vendors from their clients and bankers. The Bank shall evaluate the said reports before opening of the Commercial Bid of the vendors. If any quotation is not found to possess the required eligibility for participating in the process at any point of time and/or his performance reports received from their clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Technical Bid/Commercial Bid of the vendor. The Bank is not bound to assign any reason for doing so.
11. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regard will be entertained.

General Manager & O-i-C

**Reserve Bank of India,
Gangtok**

Date: September 09, 2020



*Facility Management Service for Computer Hardware and
Peripherals at RBI, Gangtok*

Annex: I to IX

List of Annexures

I	Details of Computer Hardware & Peripherals
II	Terms and Conditions for FMS
III	Format for Company/Firm Profile
IV	Details of Resident Engineers proposed to be deputed at RBI Gangtok for Maintenance work.
V	List of FMSs performed by company/firm during the last 03 years.
VI	Client's certificate regarding performance of FMS & AMC service provider
VII	Format of Undertaking/certificate of indemnity.
VIII	General Acceptance of Terms & Condition
IX	Format of Bankers' Certificate from a Scheduled Bank
X	Format for Price Bid (Part-II)



Annex I

Sn	Item Description	Model/ Brand	Under FMS / Warranty
1	PC as Servers		
		HP Prodesk	01
2	PCs		
		Dell Optilex 5070	05
		HP BANG & OLUFSEN	05
		HP Prodesk	18
		HP All in One PC	01
3	Printers		
		HP Laser Jet MFP 226dn	01
		HP Laserjet 451 dn Colour	01
		HP Laserjet Pro MFP M226 dW	05
		HP Laserjet Pro MFP M479 dW Color	01
		HP Laser Jet Pro 403dn	01
Sn	Item Description	Model/ Brand	Under FMS / Warranty
4	Laptop	HP Probook	05
		HP Probook 440GS	01
		Dell Latitude 3400	04
		Samsung Tab	01

Part B – Details of Computer Software: Acrobat Reader, Front Page, MS Outlook, MS Visual Inter Dev, MS BackOffice CAL, MS Backoffice Server, MS Office, Novell Netware, Oracle, Oracle 8 Developer, Oracle 8 Server, SCO Open Server (UNIX), UNIX Appl Server, Windows 2008 Server with 5 CAL, Windows 8.1, Windows 10, JAWS, KMT and other OS/server related software.



Part C- Technical Support for Operating Systems:

1	Windows 2008, Windows 2012 and above server versions
2	Windows Desktop Operating Systems (Windows 8.1 and above)

Part (D): List of Properties of the Bank where FMS services will have to be provided

1.	Reserve Bank of India, Gangtok, Amdogolai
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Terms and Conditions for the Facility Management Services

A. Eligibility Conditions - Pre-qualification and Eligibility Criteria. Only those vendors possessing the following eligibility criteria may apply.

- 1) Composition of the vendors - The vendor should be a limited company or registered partnership firm.
- 2) Minimum 03 (Three) years of experience in the field of FMS of computer hardware and peripherals and minimum value of each successfully completed similar works in last 3(Three) years (i) One work costing not less than 80% of the estimated cost or, (ii) Two works costing not less than 50% of the estimated cost or, (iii) Three works costing not less than 40% of the estimated cost which have been executed in each year(i.e 2017-18, 18-19 & 19-20). Documentary evidence (work orders) clearly indicating the above requirements to be submitted by the vendor
- 3) Vendor should have applicable tax registrations (PAN, GST etc.) supported by documentary evidence.
- 4) The Vendor should have a full-fledged service setup at Gangtok Region of India where from required quality services can be provided on immediate basis.
- 5) The Vendor should have the capabilities to handle FMS for all brands and makes of computer systems and peripherals. The vendor should be able to provide FMS for all hardware items and support for Operating Systems / Systems Software listed in [Annex - I](#). It may please be noted that ***the list of items in [Annex I](#) is indicative. The number of computer systems and peripherals may undergo a change subject to the same being added / deleted from the Inventory of the Bank at the time of the commencement and also during the period of the contract.***
- 6) The Vendor should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in [Annex – I](#), so as to ensure that priority support level from OEM will be available to vendor for problem resolution. Documentary evidence supporting the continuity of the association to be submitted.
- 7) The Vendor should provide the bio-data and information as per [Annex IV](#) of technically qualified engineers proposed / likely to be posted as resident engineers at the Bank's location. The vendor should ensure that engineers posted at our location should have the minimum qualifications and service requirements. The vendor must convey its acceptance of **all terms & conditions and provide indemnity certificate as per [Annex VI](#).**



9) The Vendor shall submit **Bankers' Certificate from a Scheduled Commercial Bank** as per given format in [Annex VIII](#).

Note:-

1. The Vendor must provide documentary evidences in the respect of all the above mentioned eligibility criteria.
2. All the supporting documents should be duly stamped and sign by authorized signatory.

B: Financial Terms & Conditions:

1. The Commercial Bid should be submitted/uploaded in the format given in [Annex IX](#). Only one bid should be submitted in respect of all the items indicated in the list. Commercial Bid should not contain any conditions from the bidder.
2. The scope of coverage of the FMS will be for the computer hardware, software and peripherals for all the items listed in [Annex – I](#) of this Notice. Technical support for software listed in [Annex – I](#) must also be provided. The rate quoted should also cover the maintenance of operating system, software, installation, configuration of application/ packages (connection of computer to projector for presentation), etc. The Vendor has to provide **Level 1 support** for the IT inventory **under warranty** which inter-alia includes providing all support services other than parts replacement, logging of calls, follow up with OEMs etc. The vendor should factor in the cost of Level 1 support within the FMS value.
3. All the prices quoted shall be in Indian Rupees. The firm quote shall not be subject to any price escalation subsequently. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and include cost of one resident engineer, labour, service, corrective maintenance, preventive maintenance, and all applicable Central/ State Government levies, taxes and duties.

Where there is a discrepancy between the amounts in figure and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the item total resulting from multiplying the unit rate by quantity, the unit rate will govern.



4. The **quarterly bills**, along with necessary certification to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/Central Government and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc. may be given. The selected service provider will be solely responsible for adherence of all respective labour laws as applicable (including minimum wages) and the Bank will not be responsible for the same.

C. General Terms and Conditions:

Scope of Work

1. The Bank has a heterogeneous (make/model) set of Computers, Laptops, Printers, and Scanners as listed in [Annex-I](#). These computers and peripherals will be covered with a comprehensive contract under which, preventive maintenance, corrective maintenance, replacement of parts (Cost Basis), shifting of components, surface cleaning of machines will have to be carried out.

The contract shall also cover Level 1 support for maintaining the Computer Hardware which are under warranty of the OEMs. This shall include smooth & seamless services to the users by spot problem detection, escalate the service call to the concerned vendor/OEM and coordinate with them for resolution of problem if any, without breaching the warranty terms and conditions.

Further, the contract covers annual maintenance of laptops & computers deployed at Banks Office Properties at Main Office Building and at RBI Staff Residences in Gangtok.

2. To replace old & defective parts with new & genuine parts: In case where parts are unserviceable and such parts of the equipment's need replacement, the Vendor shall replace such parts with new ones promptly at Cost Basis to the Bank.

3. Shifting of Computer Hardware: To undertake shifting and reinstallation of equipment/s covered at no extra cost.

- a) Within Bank Premises: The vendor should arrange for shifting of Computer Hardware within the office, if required, or within the Departments/Buildings in the Banks Premises as per requirement and direction of Bank Officials.
- b) From Bank to Vendor's Place & 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. The vendor should maintain the record of such type of asset movement.



c) From Bank to other location: The vendor should provide necessary support for shifting and setting up the IT Hardware / Peripherals in any of the premises viz. at Main Office Building & at RBI Staff Residences located at Gangtok or any other location of Bank's interest /activity within the jurisdiction of this office. In such cases, transport arrangement will be made by the Bank. In case, such activity is envisaged beyond the municipal limits of Gangtok, necessary Boarding & Lodging arrangement for the support engineer will be made by the Bank.

4. The vendor shall install/ reinstall and configure the operating system and/ or any other specific system software/ package as the case may be, at no extra cost to the Bank, whenever the need arises.

5. The vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified **within 24 hours** of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity. The Complaint may be lodged by the Bank by any or all of the method viz. E-mail, Telephone, letter and fax.

6. All repair/replacement and servicing of equipment will have to be carried out at Bank's locations as specified. If the fault is serious in nature and requires the support of Repair Centre, thereby necessitating shifting of the equipment, the vendor shall arrange shifting/ transportation, installation, re-installation, loading of software packages (both the system and application software, if any) at no extra cost to the Bank.

7. The vendor shall, upon direction of concerned officials, configure Microsoft Outlook/ install application software/ make configuration changes in the equipment covered under contract, at no extra cost.

8. Necessary technical assistance and advice should be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem accessing various software applications on the computer systems, etc.

9. The vendor shall provide comprehensive maintenance services covering both preventive as well as corrective maintenance, for all assets covered the contract. Under corrective maintenance the vendor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, on a Cost basis to the Bank. Replacement of defective Hardware/parts/equipments will be decided by Bank only after assessing the cost effectiveness. All the components of the equipment's shall be covered under this contract and hence, fall under the replaceable category, if required only. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc., need replacement; the Vendor shall replace such parts (other than the RIBBON, PRINTER CARTRIDGE & THE TONER CARTRIDGE) at no extra cost to the BANK.



10. 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.

11. Deployment of Resident Engineers: During the period of the Agreement, the vendor will maintain the equipment in good working condition. **Vendor will carry out preventive maintenance at Bi-monthly basis during the contract period. One Engineer will be deputed on-site for full working day on all working days of the Bank during the contract period.** RBI will have the right to call the resident engineer in case of urgent need on other days also apart from scheduled visit. RBI will also have the right for interchangeability of Resident Engineers deployed.

12. The Vendor shall carry out weekly cleaning/Sanitization of the Items mentioned in [Annex I](#). Cleaning material for the said job will be provided by Vendor.

13. The Vendor shall correct any faults and failure in the equipment and shall repair and replace worn-out or defective parts of the equipment during RESERVE BANK OF INDIA normal working hours. In case where unserviceable parts of the equipment need replacement, the Vendor shall replace on a Cost basis to RESERVE BANK OF INDIA with brand new parts. Vendor shall ensure that the full configuration of the equipment is available to RESERVE BANK OF INDIA in proper working condition for 99% of the time in every month. Vendor shall provide repair and maintenance service in response to notices given (including oral/telephone) by RESERVE BANK OF INDIA. Vendor shall ensure that faults and failure intimated by the RESERVE BANK OF INDIA as above will be set right within 24 hours of being informed. The resident engineer has to maintain (MANUALLY OR THROUGH AN APPLICATION) the following:

- i. Inventory register** - details of all hardware and software at the bank under maintenance and under manufacturers 'warranty.
- ii. Call register** – to log all calls received from the users.
- iii. Vendor register** – details of all third party vendor and details of calls logged with these vendors.

14. Resource Profile: The list of engineers on rolls of the firm with qualification, experience and address and identity details should be given as per [Annex IV](#).

The vendor should ensure that **engineer posted at our location should have the minimum qualifications and service requirements.** The Residential Engineer should have good communication skills, positive attitude and technical understanding.



a) The normal working hours for Residential Engineers will be as stated below:

Working Days	Timing	Location
Working days	9.00 a.m to 7.00 p.m / till closing of Bank (whichever is later)	Tseyang Dezong Building, Amdo Golai, Tadong, Gangtok-737102

However, under special circumstances such as Annual Closing of books of accounts/ unavoidable circumstances (i.e. major breakdown of system) of the Bank etc. the working hours shall vary as per the given situation. However no additional cost for the same will be borne by the Bank.

- b) **The vendor should not rotate/change their resident engineer frequently and should deploy for a minimum period of 1 year.** In case of unavoidable circumstances, the vendor should inform the Bank in writing well in advance about the change of engineer.
- c) The vendor will provide all tools, laptops etc to the Resident Engineers, as per requirement.
- d) The travelling expenses of engineers will be borne by the vendor.
- e) The Bank shall have the right to reject Resident Engineer at any point in time with a minimum notice period of two weeks, within which the vendor should arrange for a new incumbent in consultation with Bank.
- f) The personnel deployed to render services shall be appropriately skilled, trained and preferably possess certification such as CCNA, MCSE or any other certificates proving the skill sets, for delivery of the services mentioned in this document.
- g) Resident Engineers are dedicated personnel for a location responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Modems and Routers. The engineer should also be qualified enough to do first level diagnosis and troubleshooting problems relating to standard software such OS, Internet Explorer, Microsoft Office, Lotus Notes or Microsoft Exchange, Anti-virus, etc. They should also be capable of troubleshooting problems encountered by the end users in Customer applications. He should have training and experience of managing and troubleshooting the problems under environments like Windows NT / 95 / 98/ 2000 / XP and above / Windows 2000 server and above, LAN / WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc. They should have a minimum of three years' experience in providing onsite technical support.



- h) The qualified service personnel of the company are required to carry their company provided photo identity card in person during their term in the Bank. The vendor, upon acceptance of the offer for FMS is required to provide certified introductory letters with photographs for the service personnel.
- i) The Resident Engineer at Bank's location/s are governed by the codes and ethics of the work place and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. Vendor has the responsibility of arranging/submitted Police Verification Report of the resident engineer.
- j) The Vendor will provide insurance cover to its Engineer in the Bank. The workmen/ engineer or their legal heirs shall not claim any insurance/job 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.
- k) The Bank is having its own Information Security Policy which the Vendor and/or its representative will have to follow strictly failing which the Bank may take appropriate action as it deems fit including blacklisting / legal proceedings.

Others:

15. A health card shall be maintained for all equipment covered under CONTRACT. 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 shall also be recorded. The vendor shall carry out periodically cleaning by vacuum cleaner of all machines including machines which are under warranty at least once in a quarter. The record of the same needs to be submitted to the Bank.

16. The vendor shall ensure 99% & 98% uptime for PC & peripherals and 99.5% for servers respectively covered under the FMS. If during any quarter, the vendor does not maintain the uptime of the equipment/s, **proportionate maintenance charges shall be deducted from the amount to be paid to the vendor in the beginning of the next quarter.**

17. The vendor will manage the call Register and ensure that all minor/major service calls are logged. The vendor will provide a **Monthly Call Analysis Report to Bank.**

18. If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of Rs.100/- for peripherals, Rs.250/- for PCs/Laptops and Rs.1000/- for servers will be imposed, at the discretion of the Bank. **In case of requirement of replacement of Hardware; same will be counted after replacement confirmation by Bank.** Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests.



19. 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 FMS. The vendor will have to directly co-ordinate with the System Administrator at the Central Office/ Regional Office/ Data Center, IDRBT or with the vendor of the application, to resolve any issues related to smooth functioning of internal packages of the Bank. The vendor has to follow up the Internet Service Provider in case of any disruption in services till the services are resumed. The vendor will also have to coordinate and assist in resolving issues with the technical team of other vendors such as Network, Firewall, MPLS, or Application.

20. The vendor shall not sub-contract the FMS to any organization, person, firm or its franchisee. If, at any time, it comes to the notice of the Bank that such sub- contracting 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.

21. The vendor shall ensure that all materials as well as information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether confidential and proprietary data or not, whose disclosure to or use by third parties may cause damage or loss to the Bank, shall at all times be held in strictest confidence. The vendor shall not make use of the same other than for discharging its obligation as per FMS and to release it only to those employees who require it for discharging the obligation arising out of the FMS and not to any other party. The vendor shall confirm that appropriate action shall be taken as regards its employees to ensure that the obligation of non-use and non- disclosure of confidential information are fully satisfied. The Vendor and the Engineers shall adhere to the IS Policy guidelines of the Bank.

22. The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission or commission by the vendor. The damage could be to the equipment/property either covered or not covered under FMS.

23. The selected bidder will be required to sign an FMS agreement and the applicable stamp duty will be borne by the vendor. The FMS agreement will have to be signed within the date indicated by the Bank.

24. The Bank shall have the right to inspect Vendor's site to assess infrastructure before awarding the Comprehensive FMS and it may reject in the event of dissatisfaction with Vendor's infrastructure or otherwise.

25. The Bank reserves the **rights to terminate the agreement at any time**, if the vendor fails to carry out any of its obligations/ duties in terms of the agreement.

26. In case for any reason, the vendor wants to terminate the agreement, a notice in this regard needs to be given **3 months prior to the actual termination**.



27. The FMS provider shall pay all the taxes, duties and levies, if any, required to be paid to the relevant authorities as per law. The consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes payable by the FMS provider. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.

28. Qualified vendor will be decided on the basis of Total Cost for all items to the Bank (Exclusive of GST).

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

30. This is not transferable and under no circumstance the successful bidder shall be allowed to sub-contract with any other person/party.

31. In case the contracting firm 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, such firm 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 would also be forfeited.

32. The Bank shall release quarterly payments towards the FMS charges after the expiry of each quarter and after obtaining certificate of satisfactory performance from the user departments of the Bank.

33. Annual increment on the rates decided based on the indexation formula as given below will be applicable subject to providing satisfactory service year on year basis and renewal of the contract for a further period.

The formula to be used for such indexation will be as follows:

$$A = B \{ 15 + 85 \times (CPI_c / CPI_p) \} \times 1/100 \text{ Where,}$$

A = The hardware maintenance amount for the current year.

B = The hardware maintenance amount for the previous year.

CPI_c = Consumer Price Index for urban non-manual employees for all India for the month to be specified in this document, generally based on index 6 months prior to the commencement date of contract for the current year.

CPI_p = Consumer Price Index for urban non-manual employees for all India for the month to be specified in this document, generally based on index 6 months prior to the commencement date of contract for the previous year.



34. In the event of addition of any more machines under the scope of the FMS, the maintenance will be carried out by the vendor for which the vendor may be eligible for consideration on a pro rata basis. In the event of weeding out of older machines in the office, the same shall be removed from the contract and the rates reduced accordingly on a pro rata basis.

35. Upon being selected as the successful vendor, and being awarded the contract of FMS, the vendor shall reply to all queries / complaints that may be raised by the Bank from time to time. Evasive attitude by the vendor would subject the contract being terminated without notice / non-renewal of further contracts with the vendor.

36. This office does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received without assigning any reason whatsoever. Incomplete vendors in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the vendor will result in rejection of their quotations.

37. Penalty:

- a. Penalty @ Rs. 200/- per day for non-rectification of complaint within 24 hours will be deducted in the subsequent quarterly payment.
- b. Absence of engineers at work will attract a proportional deduction from the charges in the subsequent quarterly payment if alternate arrangements are not made.
- c. Non-adherence of at least 60% of any scheduled engineer visit in a month will attract a further penalty of Rs.1000/- which will be deducted from subsequent quarterly payment.

38. Labour/Wages – Compliance with various statutes:

- a. The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 and other labour laws wherever applicable, while engaging workers as contract labour for the aforesaid work. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the Vendor to the Engineers deputed by it to the Bank.



- b. The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor solely shall be responsible for liabilities, if any, in this regard.
- c. The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence of having paid required minimum wages at any point in time.

39. Force majeure:

- a. If at any time during the continuance of this agreement, the performance in whole or part, is delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event) provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after the event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days, either party may exercise its option to terminate the agreement.
- b. During the continuance of any such event, each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

40. Arbitration:

- a. The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation or the payment to be made there under the same or anything in relation to or arising out of this contract. If after 30 days from the commencement of such informal negotiation, Reserve Bank of India and the Vendor are unable to resolve amicably a contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Gangtok only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.



41. Jurisdiction:

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

42. Complying with the Information Security Policy of the Bank:

a) The Vendor agrees to comply with the guidelines of the Bank's Information Security Policy in letter and spirit while accessing information systems with high level of access privilege.

b) The Vendor assures that its staff and/or agents shall follow sound codes of practice in handling information systems as per the Information Security sub policies of the Bank. The staff posted should maintain confidentiality of the IS policy of the Bank and not disclose the same in public.

43. CONFIDENTIALITY:

a) The Vendor must acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this AGREEMENT or performance hereof whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this AGREEMENT and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non – disclosure of confidential information under this AGREEMENT are fully satisfied.

b) The Vendor should undertake that it and its personnel will at all times comply with all the security regulations in effect from time to time at the Bank's premises and externally for materials of the Bank. The Vendor should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not which has or will come into its possession in connection with this contract and that it shall not make use of such information other than for fulfillment of its obligations under this contract.

44. Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013

a) The contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filled before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaints.



- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

45. Liquidated Damage:

The Vendor shall guarantee 99% & 98% uptime respectively for each PC and peripherals and 99.5% for servers under maintenance. Stock if necessary shall be kept on site. If during any quarter, the Vendor does not maintain the required uptime of the equipment, the Bank without prejudice to its other remedies under the contract, shall deduct from the contract price, as liquidated damage, a sum equivalent to 0.5 percent of FMS charges of the item for each and every calendar day of downtime. The amount of liquidated damage will be deducted from the amount to be paid to the Vendor for that quarter subject to maximum 5% of agreement value. Down time will be counted from the time of reporting the maintenance call by the Bank to the company till the resolution of the problem (if the fault is not rectified within 2 hours of reporting of compliant or necessary standby equipment is not provided by the company to the Bank at no extra cost). Down time of 24 hours or less will be taken as one day for calculation of liquidated damage. The Bank may also consider termination of the contract, if any of the terms and conditions of the contract is not followed by the company.

46. 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 Commercial Bids at this stage, will be called for in writing by fax/email. Failure to submit the same within the specified time limit may result in rejection of the bid.



- b)** The Technical Committee formed for the evaluation of the bids/proposals will take into account the following factors:
- (i) Completeness of Facility Management Service (FMS) proposal.
 - (ii) Financial Standing and Experience with similar projects.
 - (iii) Presence at Gangtok and nature of vendor's support (direct/indirect) available at the location.
 - (iv) Strength and profile of technical staff and implementation plan
- c)** 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 vendor from his clients. The Bank may evaluate the said reports before opening of the Part II of the quotation. If any vendor is not found to possess the required eligibility for participating in the 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 Quotation. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the commercial bids of only technically qualified vendors will then be opened for purpose of Commercial evaluation. All such vendors shall be treated as empanelled vendors for the period of 2020-2022 and the Bank may, if required, seek their participation in any vendor of similar work issued during the period 2020-22.

47. Taxes: The prices quoted shall be deemed to have included all taxes like custom duty, excise duty, local levies, and works contract tax imposed by Central/State Government/Local Bodies **except GST as applicable**. If the Vendors fails to include such taxes and duties in the quotation, no claim thereof will be entertained by the Bank afterwards. **As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.**

48. Insurance: The successful vendor shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The Insurance policy will be valid / Co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors all risk policy shall be minimum Rs. 2.00 lakh per person for any one accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any one accident or occurrence.



49. Signing of Contract Agreement:

- a) The eligibility conditions, scope of work, general terms & conditions to the vendors, hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the documents, the subsequent correspondence exchanged between the Bank and the vendor and the work order placed shall be the basis of the final contract to be entered into with the successful vendor.
- b) On receipt of intimation from the Bank of the acceptance of his/their quotation, the successful vendor shall be bound to implement the Contract and within fourteen days thereof, the successful vendor shall sign an agreement in accordance with terms & conditions in this document. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a quotation in itself will constitute a binding agreement between the Reserve Bank of India and the person so quoting, whether such contract is or is not subsequently executed.

50. The vendor shall not assign the contract. He shall not subcontract any portion of the contract except with the written consent of the Employer (RBI). In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.

51. The handholding process would start immediately after issue of the acceptance letter by the Bank with the current service provider, although the payment for the contract would be made from October 01, 2020 onwards.

The following DIT officials may be contacted for any clarification:

Shri Sumit Lama, Assistant Manager	Shri Subir Ranjan Mukhopadhyay, Manager
Mob. No. 8768961802	Mob. No. 9874271231



Company Profile:

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question. Please attach all the relevant documents sequentially numbered.

A. BASIC INFORMATION OF COMPANY

Particulars	Response
The registered name of the company	
Name and Designation of the authorized official responding to this request	
Contact telephone, fax number and E-mail address	
Registration and other numbers	
Registered Office (address)	
Legal form of organization	
Name and address of Parent company, if any	
Brief description of the entity including date of incorporation, list of major business areas and divisions, list of products and services provided key milestones in its development	
A brief account of FMS & AMC (Regarding client's certificate, for works carried out for Government/Public Sector Companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank along with adequate proof of payment received by the contractor. For works carried out for private companies, copy of TDS has to be submitted if any along with adequate proof of payment received by the contractor.)	
List of FMS & AMC solution provided in similar Environment minimum value of each successfully completed similar works in last 3 years each One work of costing not less than 80% of the estimated cost, OR Two works of costing not less than 50% of the estimated cost, OR Three works of costing not less than 40% of the estimated cost	



<p>Financial: Turnover a) Total b) Of which from FMS & AMC Profit a) Total b) Of which from FMS & AMC</p>	
<p>(Audited financial statement to be attached for the last 3 years)</p>	
<p>Geographical spread in India a) No. of Offices b) Locations Of which in Gangtok i) For FMS/AMC ii) Software Support</p>	
<p>The number of staff employed in each of these categories at Gangtok (a) Software development/support (b) Engineering/hardware support (c) Sales and other personnel</p>	
<p>(i) Name and level of quality standards obtained by the Company (enclose copy of certificate) (ii) Is it for a Specific Division or for the Organization as a whole? Please specify (iii) Is it for the Division that may be Undertaking FMS & AMC? Please specify</p>	
<p>Whether the vendor has a valid license issued under the Contract Labor Act, 1970? If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason</p>	
<p>GST Registration Number with proof of return submission in the last three quarter</p>	
<p>Whether there is legal action being taken against vendor for any cause in any legal jurisdiction</p>	
<p>Please give escalation matrix for problem resolution. The matrix should include a senior officer at the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix</p>	



B. Project Experience and Client Information:

Particulars	Response
1) Number and list of similar FMS of which: a. Banking/financial Institution b. Customer specific multi-user development projects	Current projects completed in last 3 years (no. & list) (no. & list)
2) For the above projects indicated, please furnish the following details for reference purposes: a) Organization b) Contact person & Designation, c) Telephone number, fax, email.	

C. Other Details:

Particulars	Response
1) Project Organization structure	Please describe in detail the strategy that the enterprise propose to adopt to ensure that the FMS is carried forward in non-disruptive manner and within the time frame
2) Assumptions, Risks & constraints as perceived	State clearly, the assumptions, risks & constraints as perceived by you
3) Infrastructure requirement from Reserve Bank	

NOTE: Please provide other information of material and relevant nature, which you feel, has not been covered elsewhere.

Signature :

Name :

Designation :

Date :



Annex IV

Details of Resident FMS Engineers proposed to be deputed at RBI

Gangtok

SN	Name of engineer/ service personnel with residential address and mobile number	Educational qualification	One Govt. Identification Document (PAN/Aadhar Card/Passport/ Ration Card)	No. of years of service With the Vendors	Documentary Evidences submitted for	Remarks, if any
		(a)	(b)	(c)		
1					(a) (b) (c)	

** Documentary evidences must be enclosed in support of (a), (b) and (c).*



Annex-V(A)

Client's certificate regarding performance of FMS service provider

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

Regarding client's certificate, for works carried out for Government/ Public Sector Companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank along with adequate proof of payment received by the contractor. For works carried out for private companies, copy of TDS has to be submitted if any along with adequate proof of payment received by the contractor

Signature :

Name :

Designation :

Date :



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

The Officer in Charge
Reserve Bank of India
Gangtok
Amdo Golai, Tadong
Gangtok-737102

Dear Sir,

Facility Management Service for Computer Hardware, Software and Peripherals of Reserve Bank of India, Gangtok

In response to your captioned notice 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 notice.
2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
3. We warrant that the maintenance service to be provided by us will 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 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.

Yours faithfully,

Signature

Name :

Designation :

Place :



FORMAT FOR BANKERS' CERTIFICATE FROM A SCHEDULED BANK

Name and Address of the Bank

Date:

This is to certify that to the best of our knowledge and information M/s/Shri.....is a customer of our bank for lastyears with satisfactory track records and can be treated as good for any engagement / AMC up to a limit of Rs..... (Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

(Signature)

Name:

Designation:

Official Seal:

Note: Bankers' certificates should be on letter head of the bank, sealed in cover



Annex - VIII

General Acceptance of Terms & Conditions for Maintenance of Computer Hardware/Software and peripherals at RBI Gangtok

SN	Item	Details
01	Name and address of the company/firm	
02	No. of years the company has been in business of FMS of computer hardware/ software and peripherals.	
03	No. of engineers/technical staff on the rolls of the company/ firm	
04	No. of engineers/technical staff maintained at the company/ firms local office and their educational qualification.	
05	Can the company/ firm shift adequate No. of Engineers / maintenance staff from its Head office/ other branches to local office in case of need.	
06	Whether the company/firm specifically fulfils the eligibility criteria given at 'A' as mentioned in Annex II	
07	Deviation to the terms and conditions as above, if any, may be specifically indicated here in details.	
08	Whether the company/ firm accepts all the terms and conditions and scope of works as indicated in the document	

Signature

(Name of the Company/Firm)



COMMERCIAL/PRICE BID (Part -II)

Annex-IX

Facility Management Service for Computer Hardware and Peripherals at RBI, Gangtok.

Name of the company/ Firm:

Address:

Total Amount (Word) – Rupees

.....

:The vendor should take in to consideration all the terms and conditions as per [Annex II](#) while submitting their price bids.

Signature of Vendor

(Name of the Company/Firm with seal)

Place :

Date :