



**Facility Management Service & Comprehensive Annual Maintenance Contract  
for Computer Hardware, Software and Peripherals at RBI, Jaipur**

**Schedule of Tender**

|   |   |
|---|---|
| a. Name of Work   | Facility Management Service & Comprehensive Annual Maintenance Contract for Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and other Peripherals at Reserve Bank of India, Jaipur and its locations.  |
| b. E-Tender No.   | RBI/JAIPUR/ESTATE/139/20-21/ET/201  |
| c. Mode of tender   | e-Procurement System<br>(Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )   |
| d. Date of NIT available to parties to download<br>(Notice for Inviting Tender)   | <u>October 6, 2020 after 18.00 Hrs.</u>   |
| e. Clarification, if any, may be sent to <a href="mailto:ditjaipur@rbi.org.in">ditjaipur@rbi.org.in</a>   | <u>Last date of receipt – October 16, 2020 upto 15.00</u>   |
| f. Earnest Money deposit  | ₹ 31,526/- to be remitted through NEFT (Details in Annex V) The details of transaction have to be provided to <a href="mailto:ditjaipur@rbi.org.in">ditjaipur@rbi.org.in</a> . MSME are exempted from depositing EMD amount. EMD A/c No.8692299, Account name RBI Jaipur, IFSC Code: RBIS0JPPA01 (0=Zero) |
| g. Last date of submission of EMD   | <u>October 29, 2020 up to 11.00 Hrs.</u>  |
| h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> | <u>October 6, 2020 after 18.00 Hrs.</u>   |
| i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid   | <b>October 29, 2020 up to 11.00 Hrs.</b>  |
| j. Date & time of opening of Part-I (i.e. Technical Bid)<br>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately   | <b>October 29, 2020 up to 15.00 Hrs.</b>  |
| k. Transaction Fee  | Payment of transaction fees will be paid online through MSTC payment gateway.   |



**RESERVE BANK OF INDIA**

**JAIPUR**

**E-Tender for Facility Management Services & Comprehensive Annual Maintenance Contract for Computer Hardware, Software and Peripherals at RBI, Rambagh Circle and Staff Colonies, Gandhi Nagar, Jaipur**

**RBI/JAIPUR/ESTATE/139/20-21/ET/201**

**Facility Management Service & Comprehensive Annual Maintenance Contract for Computer Hardware, Software and Peripherals at RBI, Jaipur**

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| k. Transaction Fee  | Payment of transaction fees will be paid online through MSTC payment gateway.  |

## **Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting online tender.

1 **Process of E-tender:**

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 Financial 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 Personal Computer/Laptop connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE:** The Technical and Price bid has to be submitted online at [www.mstcecommerce.com/eproc/home/rbi](http://www.mstcecommerce.com/eproc/home/rbi)

1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govtdepts → Select RBI Logo- >Register as Vendor -- Filling up details and creating own user id and password→ Submit.

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).

**Contact person (RBI):**

Shri Sandeep Sangar, Manager – [sandeepsangar@rbi.org.in](mailto:sandeepsangar@rbi.org.in)  
(Mobile – 8104161344)

Shri Parveen, AM – [parveen@rbi.org.in](mailto:parveen@rbi.org.in)  
(Mobile – 7009500673)

Contact person (MSTC Ltd)

Shri Vikas Agrawal, Asst. Manager – [vagrawal@mstcindia.co.in](mailto:vagrawal@mstcindia.co.in)  
Mobile-9004311440

Shri Pankaj Chhipa, Asst. Manager- [pkchhipa@mstcindia.co.in](mailto:pkchhipa@mstcindia.co.in)  
Mobile- 8802813737

**B) System Requirement:**

i) Windows 7 or above Operating System

ii) IE-7 and above Internet browser.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

|   |   |
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|   | <p>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/Delete</p> <p>Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>   |
| 2 | <p>The Technical Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/mstc">http://www.mstcecommerce.com/eprochome/mstc</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>   |
| 3 | <p>All entries in the tender should be entered in online Technical &amp; Financial Formats without any ambiguity.</p>   |
| 4 | <p><b>Special Note towards Transaction fee:</b></p> <p>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.</p> <p>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><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee. The transaction fees paid are not refundable.</p> <p><b><u>NOTE</u></b></p> <p>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>  |

|   |  |
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| 6 | E-tender cannot be accessed after the due date and time mentioned in NIT.  |
| 7 | <p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Financial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Government Depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The 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. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) 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>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) 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>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> |

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|    | <p>l) Buyer 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>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor can be considered Successful on acceptance of terms &amp; conditions of the tender.</p> |
| 8  | Any order resulting from this tender shall be governed by the terms and conditions mentioned therein  |
| 9  | No deviation in terms and conditions of Technical and Commercial are allowed  |
| 10 | The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof  |
| 11 | Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding  |

**E-Tender for awarding Contract for Facility Management Services and Comprehensive Annual Maintenance Contract for hardware, software and peripherals at the Bank's Main Office Building at RBI, Rambagh Circle and staff colonies Gandhi Nagar, Jaipur from January 1, 2021 to March 31, 2022.**

**Part - I**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

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### **Disclaimer**

Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **Tender for awarding Contract for Facility Management Services and Comprehensive Annual Maintenance Contract for hardware, software and peripherals at the Bank's Main Office Building at RBI, Rambagh Circle and Staff Colonies, Gandhi Nagar, Jaipur from January 1, 2021 to March 31, 2022.**

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, 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 tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

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Section VII: Details of Bidder

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## Section-I

### Eligibility Criteria & Important Information

|        |  |
|--------|--|
| 1.1    | Name of the work: Tender for awarding Contract for Facility Management Services and comprehensive AMC of Computer hardware, software and peripherals at the Bank's Main Office Building at Rambagh Circle, Jaipur, Staff and Officers' quarters at Gandhi Nagar, Jaipur from January 1, 2021 to March 31, 2022.  |
| 1.1(a) | <b>Estimated Cost of work: ₹ 15.76 lakhs</b>   |
| 1.1.1  | <b>Eligibility criteria:</b>   |
| (a)    | <b>Eligibility Criteria for vendors/bidders :</b><br><br>a. Minimum 5 years of experience in the field of undertaking similar works viz "Facility Management Services and comprehensive AMC of computer hardware, software and peripherals" in large office buildings / commercial Estate / industrial houses/Government organization/PSU's (from the date of issue of e-Tender)<br><br>AND<br><br>b. Have executed successfully similar works viz "Facility Management Services and comprehensive AMC of computer hardware, software and peripherals" from the date of issue of e-Tender individually costing as under: (work order of executed work need to be attached)<br>Three works each costing not less than 40 % of the estimated cost OR<br><br>Two works each costing not less than 50 % of the estimated cost OR<br><br>One work costing not less than 80 % of the estimated cost<br><br>AND<br><br>c. Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 years. Bidder should submit a copy of total turnover during last three years i.e.2017-18, 2018-19 and 2019-20.<br><br>AND<br><br>d. The Vendor should have a service / necessary arrangement to ensure compliance with down-time requirements and repair / replacement of faulty parts in shortest possible time. |
| (b)    | Registrations: Bidder 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.   |
| (c)    | A client-wise list of work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per <a href="#">Annex – II</a> .<br><br>Client Reports (as per the format given in <a href="#">Annex III</a> ) duly signed by appropriate authority showing the details of work carried out must be enclosed along with technical Bid.   |

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|     | <b>Note:</b><br>In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates (Form 26 AS) issued by Income Tax department matching with the payments related to the work executed shall also be enclosed.   |
| (d) | The details along with documentary evidence of previous experience of similar nature of work, if any, of carrying out works for the Reserve Bank of India/Central Government Establishment/State Government/Public Sector undertaking/ any other organisation at any centre should also be given.  |
| (e) | Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders/ IT Returns along with available audited final accounts of the business of the Bidder duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years. |
| (f) | The Bidder should have at least 6 engineers on their rolls who have requisite qualification and experience i.e. B. Tech or B.Sc (computer science) with one year experience or Diploma (computer) with 3 years' experience   |

### 1.2 Important Information:

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| Estimated Cost of work:  | ₹ 15.76 lakhs Calculation as per <a href="#">Annexure VII</a>  |
| Earnest Money Deposit (EMD)  | <b>EMD of. ₹ 31,526/- by way of a NEFT using details given in Section III. MSME firms are exempted from payment of EMD amount provided such firms submits a documentary evidence in support of their claim of having MSME status</b> |
| Performance Bank Guarantee   | Performance Bank Guarantee (Clause 4.9 in Section IV)  |
| Power of Attorney  | Shall be submitted in favour of the person signing the tender documents in case of accompany.  |
| Payment condition  | Refer Clause 4.6 in Section IV   |
| Penalty  | As specified in Clause 4.5 in Section IV   |
| Validity of the tender   | 90 days from the date of opening of technical Bid  |
| All disputes arising shall be subject to the jurisdiction of courts in | Jaipur   |
| Address for dispatching the Bank Guarantee                             | Regional Director, Reserve Bank of India, DIT, Rambagh Circle, Tonk Road, Jaipur   |

1.3 The Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.

1.4 All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free

**Regional Director, RBI  
Jaipur**

## Section II

### Detailed Scope of Works

**Name of work:** Facility Management Service (FMS) & Comprehensive Annual Maintenance Contract (CAMC) of Computer Hardware, Software and Peripherals in Bank's Main Office Building at RBI, Rambagh Circle, Staff and Officers' Quarters at Gandhi Nagar, Jaipur

**Area of work:** Bank's Main Office Building at RBI, Rambagh Circle, Staff and Officers' quarters at Gandhi Nagar, Jaipur

#### Scope of the work

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|---|---|
| <b>2.1<br/>Composition<br/>of IT Assets</b>   | The Bank has a heterogeneous (make/model) set of Servers, Computers, Laptops, Printers, Video Conference Equipment, LED/LCD Screens and Scanners. The Bank also has a heterogeneous set of computers and laptops with Windows operating system, set of printers (Network LaserJet Printers (colour and black & white), Desktop LaserJet Printers, Desktop Inkjet printers, Office Jet printers and Scanners. These computer peripherals will be covered with a comprehensive FMS or CAMC under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of IT Assets and components etc will have to be carried out.   |
| <b>2.2 Preventive<br/>Maintenance</b>         | The preventive maintenance service of the components is as important as prompt corrective maintenance service since regular and proper preventive maintenance service ensures trouble-free performance of the components. The vendor should provide for at least one preventive maintenance schedule per month (including external cleaning of computers / printers / scanners etc.) to all asset under FMS & CAMC. 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, patches, 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>2.3 Corrective<br/>Maintenance<br/>(a)</b> | The vendor will carry out corrective maintenance of all the IT assets under FMS & CAMC. Corrective Maintenance means identification of problem and its rectification which may include reloading of operating system, reloading/configuring of printer, reloading/loading 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 etc.  |
| <b>(b)</b>                                    | The vendor will carry out crimping and continuity testing of LAN cables   |
| <b>2.4<br/>Replacement</b>                    | The vendor shall replace any worn out or defective part/component of all the IT assets i.e. Laptops/PCs/printers/scanners and   |

|                                |  |
|--------------------------------|--|
| <b>of Defective Parts:</b>     | projectors under CAMC, at no extra cost to the Bank. 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 company shall replace such parts at no extra cost to the Bank. <b>The PRINTER HEAD, FUSER ASSEMBLY, MOTHER BOARD</b> etc. will be replaced, if required, at no extra cost to the Bank by the bidder. All other components of the equipment shall be replaced by the company at no extra cost to the Bank. In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same brand/model. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, 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. |
| <b>2.5 IT Assets under AMC</b> | In case of systems covered under warranty which are not under the purview of CAMC, 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 intimate the DIT officials regarding the call details.  |

### 3. Clarification of Tender Document

|     |   |
|-----|---|
| 3.1 | A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document.        |
| 3.2 | The tenderer shall submit queries, if any, in writing, to reach the Bank's email address mentioned in this document ON OR BEFORE October 16, 2020 |

### 4. Amendment of Tender Document

|     |   |
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| 4.1 | At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website ( <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> ) / e- portal. |
| 4.2 | Any amendments / corrigendum issued shall be a part of this document.   |
| 4.3 | 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.   |

### 5. Submission, Sealing and Marking of Tenders

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| 5.1 | Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the |
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|-----|---|
|     | Instructions regarding E-Tender.  |
| 5.2 | The tenderers may submit online their Financial Bid (competitive rates) online on MSTC Website in the prescribed format ( <a href="#">Annexure VII</a> ). E-Tender with all information shall be submitted on or before the prescribed time and date. |
| 5.3 | If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.   |

## 6. Deadline for submission of tender

|     |  |
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| 6.1 | Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. |
| 6.2 | The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.                                |

**7. Late Tenders:** No Tender, after the deadline, shall be allowed on the portal

**8. Tender Opening:** The Bank shall open the Tender electronically on the notified date.

## Examination of Tenders

|                           |  |
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| <b>9. Confidentiality</b> | Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers. |
|---------------------------|--|

## 10. Clarification of Tenders

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|------|--|
| 10.1 | To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders. |
| 10.2 | If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.   |



## Tender Evaluation and Comparison

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|---|---|
| 11. Evaluation of Tenders   | The Bank shall evaluate the technical bid followed by financial bid.  |
| 12. Qualification of the Tenderer                                       | The Bank shall determine, to its satisfaction, whether the selected tenderer meets the Bank's qualifying criteria.  |
| 13. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders | The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected outright. |

## Award of Contract

|                           |   |
|---------------------------|---|
| 14. Award Criteria        | The Bank shall shortlist the tenderer based on the technical and financial bid evaluation criteria.   |
| 15. Notification of Award | The tenderer who qualifies the Technical Evaluation and is L1 in Financial Bid shall be awarded the tender. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work within seven (07) days of notification of award of work.   |
| 16. Signing of Contract   | The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period from 1 <sup>st</sup> January 2021 to 31 <sup>st</sup> March 2022, extendable up to two more years subject to annual review by the Bank of the performance of the contractor/s.   |
| 17. Performance Security  | <p>17.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) for 10% of contract value in accordance with <a href="#">Annex 1</a>. 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.</p> <p>17.2 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 blacklisting of such tenderer.</p> <p>17.3 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.</p> |

## Section III

### General instructions to Bidders

|       |   |
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| 3.1   | <b>Tender Document:</b>   |
| 3.1.1 | Tender shall consist of this document having Nine (9) Sections along with any annexures, schedules etc. issued by the Bank for the purpose  |
| 3.1.2 | Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications   |
| 3.1.3 | Bidders are advised to use only the forms (tender books) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the tender forms shall be signed and returned. |
| 3.1.4 | Eligibility criteria shall be as per clause 1.1.1 in Section I of the tender document   |
| 3.2   | Amendment to tender document  |
| 3.2.1 | At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment  |
| 3.2.2 | Any such amendment will be hosted on the Bank's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> only. The addendum (s) issued will form part of the tender documents  |
| 3.2.3 | In order to afford prospective Bidders reasonable time for preparing their Bids after considering such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids  |
| 3.3   | Preparation of Bid: Tender in prescribed form shall be submitted in two parts – Part I Technical Bid and Part II Financial Bid  |
| 3.3.1 | Technical Bid   |
|       | Part-I of the tender will contain Bank's standard conditions (not Price Bid) for the proposed work, tender's covering letter and the EMD of ₹31,526/- i.e. 2% of the estimated amount.<br><b>MSME firms are exempted from payment of EMD</b>  |
| i)    | Sections I to IX are part of Technical Bid.   |
| ii)   | Bidder must fill all the details specified in various sections  |
| iii)  | EMD shall be part of Technical Bid.   |
|       | The tender documents must be filled in English If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.  |
| 3.3.2 | <b>Financial Bid:</b> Part-II of the tender will contain Bidder's price Bid only  |
| i)    | <b>Currency of Bid:</b> Bid prices shall be quoted in Indian Rupees only. Rates quoted should include all costs associated with the work including any out of pocket / mobilization expenses, all taxes (except GST), charges, levies, cess, insurance, transportation, other Govt.   |

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|       | Taxes, uniform for the employees, mobile handset to the supervisor mobile/desktop application etc. As indicated above, the rates quoted must be excluding GST, which will be paid separately as per the government directives.  |
| ii)   | The rate should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.   |
| iii)  | If any columns of the price schedule are found blank then the tender of the respective Bidders shall be treated as non-responsive, and will be summarily rejected by the Bank   |
| 3.3.3 | It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder. This, however, excludes any changes in minimum wages/government levies which are payable statutorily and may be allowed subject to satisfaction of the Bank. |
|       | Bids shall remain valid for acceptance by the Bank for the period indicated in clause 1.2 of Section I. This period may be further extended, if required, by mutual consent.  |
| 3.5   | Earnest Money Deposit (EMD) / Bid security :  |
| 3.5.1 | The Bidders( other than MSME bidders) shall deposit EMD of Rs. 31,526/- by NEFT with their Bid.<br>EMD A/c No.8692299,<br>Account name RBI Jaipur, IFSC Code:RBIS0JPPA01 (0=Zero)   |
| 3.5.2 | EMD shall be in form of a NEFT. No interest on EMD shall be paid.   |
| 3.5.3 | Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion   |
| 3.5.4 | The EMD of unsuccessful Bidders shall be returned by the Bank after award of work to Successful Bidder.   |
| 3.5.5 | MSME are exempted from submission of EMD amount. The EMD of the Successful Bidder shall be returned after submission of a fresh Performance Bank Guarantee as per clause 4.11.  |
| 3.6   | EMD shall be forfeited if the Bidder:   |
| (i)   | makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria;   |
| (ii)  | withdraws his Bid during the period of Bid validity, or   |
| (iii) | has been blacklisted by any government agency and the blacklist is still in force.  |
| 3.7   | Procedure for Submission of Bids  |
|       | Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part-I tender will contain the Bidders' covering letter, Bidders' additional conditions, if any, and documents as indicated in Annex.   |
| 3.7.1 | Technical Bid   |
| (a)   | Prices should not be indicated/included in the Technical Bid.   |
| (b)   | EMD, if applicable shall be part of Technical Bid   |
| 3.7.2 | Financial Bid   |

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|        | No conditions should be indicated in the Financial Bid.   |
| 3.8    | No conditional/optional quote shall be accepted.  |
| 3.9    | Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.   |
| 3.10   | Receipt of Bids - The Bids will be accepted till the schedule time and date as given in "schedule of tender".   |
| 3.11   | Opening of Technical Bid  |
|        | The Technical Bids will be opened on the scheduled time at Reserve Bank of India, Tonk Road, and Jaipur. The Bidders or their authorized representatives may be present, if they so desire.   |
| 3.12   | Scrutiny of Technical Bid   |
| 3.12.1 | The Technical Bid shall be evaluated as per the procedure indicated in special condition of contract (Section IV).  |
| 3.12.2 | After evaluation of the Technical Bids, the Financial Bid of only short-listed Bidders will be opened. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.   |
| 3.12.3 | The Bank shall obtain reports on the past performance of the Bidder from his clients and Bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his Bankers report 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. |
| 3.13   | <b>Opening of Financial Bid</b>   |
|        | The financial Bids of the short-listed Bidders will be opened later and such short-listed Bidders will be intimated about the date and time accordingly. The short-listed Bidders or their authorized representatives may remain present for opening of financial bids, if they so desire.  |
| 3.14   | Scrutiny of Financial Bid   |
|        | The Financial Bid shall be evaluated as per bank's scope of work as indicated in Section II.  |
| 3.15   | The Bank reserves the right to accept any Bid and to reject any or all Bids   |
|        | Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/annul the selection process, at any stage prior to the award of the contract on account of the following:  |
| (a)    | In case no Bid is received  |
| (b)    | Occurrence of any event due to which it is not possible to proceed with the selection process   |
| (c)    | An evidence of a possible collaboration/collusion/mischief on part of Bidders, impacting the competition and transparency of the selection process,   |

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| (d)           | Any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process   |
| (e)           | On occurrence of any such event, the Bank shall notify all the Bidders within 7 days or any reasonable time of such decision. The Bank shall also promptly return the EMD submitted by the Bidders within reasonable time of issue of such notice. The Bank is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the Bank under this clause is restricted to returning the EMD and no other reimbursements of costs/expenses of any type shall be made by the Bank on this account.  |
| (f)           | The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above  |
| 3.16 Disputes | All disputes arising shall be subject to the jurisdiction of the appropriate court as indicated in Clause 1.2 and will be governed by the relevant statutory provisions in force in India   |
| 3.17(a)       | <p><b>Minimum wages</b></p> <p>Rates quoted by the Bidders should be in accordance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 / Minimum Wages Act. The Successful Bidder shall ensure payment of minimum wages to the workmen employed by them. Payment should be made through NEFT to their Bank account/s and Successful bidder shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like first aid facility etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970.</p> <p>Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment and bank details shall be produced with the bill to be submitted to the Bank for payment to the Vendor. No cash payment by the company/Successful Bidder shall be made to their employees.</p> <p>The total wages payable to the skilled/unskilled labour shall include Minimum Wages and Statutory dues (Basic + Variable dearness Allowance), Bonus, Employees Provident Fund &amp; Employees state insurance corporation (ESIC).</p> |
| (b)           | The Successful Bidder has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to all the labourers of all descriptions to be engaged by it for completion of that particular job/work at the rate which is not less than minimum wages under CLRA Act and also keep the Principal Employer (RBI) indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities  |
| (c)           | The Successful Bidder 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   |

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|      | Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.   |
| (d)  | The Bank will also insist, to the Successful Bidder for Bank account payment details of labourers and it will furnish the Bank account details of engaged labourers as proof of payment on enquiry   |
| 3.18 | <p><b>Insurance:</b> The Successful Bidder shall take an “all risk policy” for the contract value and workmen compensation policy for the workers engaged in the work. The Successful Bidder 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 in the Successful Bidder’s “all risk policy” shall be minimum Rs. 2 lakh per person for any one accident or occurrence and 5.00 lakh in respect of damage to property for any one accident or occurrence.</p> <p><b>Note:</b> These policies shall be valid till the currency of the work. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Successful Bidder</p>  |
| 3.19 | <p><b>Signing of Contract Agreement</b></p> <p>The General instructions to the Bidders and special conditions, conditions herein before referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the Bidder and the work order placed shall be the basis of the final contract to be entered into with the Successful Bidder. On receipt of intimation from the Bank of the acceptance of his/their tender, the Successful Bidder shall be bound to implement the Contract and within 14 days thereof, the Successful Bidder shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the Bank, of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed. The cost of necessary stamp paper as per Stamp Act for execution of the agreement shall be borne by the Successful Bidder. The format of Articles of Agreement is provided at Section IX. The Successful Bidder shall not sublet any portion of the contract without the permission of the bank. In case of breach of these conditions, the Bank may serve a notice in writing on the successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the successful Bidder.</p> |
| 3.20 | <b>Right to Accept Part Tender:</b> The Bank reserves the right to accept the tender either in whole or in part.   |

Place:

(Signature of the Bidder with stamp)

## Section IV

### **Special Conditions of the contract**

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| 4.1   | Technical and Financial bids will be evaluated as per the Bank's Scope of work as provided in Section II   |
| 4.1.1 | <b>Technical Bid:</b>  |
|       | The Bank would examine and evaluate received Technical Bids, as per the proposal submitted by the Bidders in line with the Bank's requirement mentioned in Scope of Work at Section II.  |
| 4.1.2 | <b>Financial Bid:</b>  |
| (a)   | Financial Bid of only those bidders will be opened who fulfil the eligibility criteria as given in Section I. Financial Bid will be evaluated on the basis of quoted cost of works as per the Scope of Work for providing the required complement of skilled/unskilled personnel set out in this tender and carrying out the work as specified in Section II. The Quoted price in financial bid shall also include comprehensive AMC charges, contractor profit etc.   |
| (b)   | If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.  |
| 4.2   | <b>Renewal of contract</b>   |
|       | The service contract shall be valid from January 1, 2021 to March 31, 2022 and it may be further renewed for Two years (One year at a time) subject to satisfactory performance.   |
| 4.3   | <b>Non-disclosure</b><br>The Successful Bidder 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 Successful Bidder during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Successful Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Successful Bidder 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 Successful Bidder shall indemnify the Bank for any loss suffered by it 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 Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies. The Successful Bidder 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 Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. |
| 4.3.1 | Successful Bidder shall provide identity cards and uniform to its employees or agents who shall be doing the subject job at the  |

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|       | Bank's premises. All the employees and agents should bear the identity card at all the times they are working in Bank's premises.  |
| 4.4   | The Successful Bidder shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. A copy of the Aadhaar card of such persons along with police verification report will be furnished to the Bank before their deployment in the Bank's premises.  |
| 4.5   | <b>Penalty</b><br>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. 500/- for PCs/ Laptops, at the discretion of the Bank. Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests.   |
| 4.5.1 | Bank reserves the right to waive off such penalty, if the cause of deficiency in the service is found to be beyond the control of the successful bidder. The Bank's decision in this regard shall be final.  |
| 4.6   | <b>Payment Conditions:</b><br>The charges quoted will cover the cost of manpower deployed, and cost of CAMC for Desktops, Laptops, Printers, Scanners etc. administrative expenses and shall be payable on quarterly basis subject to submission of invoice and subject to satisfactory performance. The payment thereon will be made after the same is duly certified by the Bank's officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.<br>Salary of the employees shall be disbursed through NEFT only to their Bank account and a copy of the NEFT payment shall be produced to the Bank with the submission of the bill for payment to the vendor.   |
| 4.7   | <b>Force Majeure:</b><br>The Bidder/Successful Bidder shall not be liable for forfeiture of its EMD/ Security Deposit (Performance Bank Guarantee - PBG) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder/Successful Bidder and not involving the Bidder's/Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder/Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder/Successful Bidder and will not be open to question before any court / forum in any proceedings |



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| 4.8   | <b>Termination for Default</b>  |
| 4.8.1 | The Bank may, without prejudice to any other remedy for breach of contract, by a one month written notice of default sent to the Successful Bidder and upon the Successful Bidder's failure and/or neglect to propose and/or execute any corrective action to set right the default, terminate this AMC Contract in whole or in part, in case of the following:   |
| (i)   | If the Successful Bidder fails to deliver any or all of the items of work as specified in the Tender document<br>Or   |
| (ii)  | If the Successful Bidder fails to perform any other obligation(s) under the Contract.   |
| 4.8.2 | On termination of the Contract for default, the Security Deposit (PBG-Performance Bank guarantee) of the Successful Bidder will be forfeited.   |
| 4.8.3 | On termination of the Contract for default, action will be taken to blacklist the Successful Bidder.  |
| 4.8.4 | The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.   |
| 4.8.5 | <b>Termination for Insolvency:</b><br>The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.  |
| 4.9   | <b>Performance Bank Guarantee (PBG):</b><br>On award of contract, the Successful Bidder shall furnish an amount equal to 10% (Ten Percent) of the contract value in the form of a Performance Bank Guarantee as per <a href="#">Annexure I</a> from any Scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid March 31, 2022.<br>All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Successful Bidder deposits such amounts in cash within <b>ten days</b> of issue of demand notice by the Bank. |
| 4.10  | <b>Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at work place:</b><br>The Successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at work place (Prevention, Prohibition & Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises and residential colonies of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Successful Bidder. The   |

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|  | <p>Successful Bidder shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>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.</p> <p>The Successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Successful Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Successful Bidder is proved.</p> <p>The Successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>The Successful Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p> |
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I / We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above-mentioned Contract is entrusted to me/us. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Place: \_\_\_\_\_ (Signature of the Bidder with stamp)

Date:  
Name

## Section IV (A)

### Specific Technical requirement of the contract

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| 1  | The scope of coverage of the FMS/CAMC will be for the computer hardware and peripherals listed in <a href="#">Annex-V</a> of the tender document. Technical support for software listed in <a href="#">Annex-V</a> of must also be provided. The Hardware & Software indicated in <a href="#">Annex-V</a> are indicative only. The actual number and type of Hardware / Software may change as per the requirement of the Bank.  |
| 2  | The vendor shall provide comprehensive maintenance services which shall cover both preventive as well as corrective maintenance for all assets covered under FMS & CAMC. At the beginning of the contract period, the vendor shall prepare a list of the entire inventory which are covered by FMS & CAMC and submit to DIT for confirmation. The vendor should also provide a department wise inventory list to DIT, on a monthly basis.  |
| 3  | Under preventive maintenance, the vendor shall carry out list of activities for each IT Asset as provided by DIT, RBI every month which will form the basis for making payment. It includes cleaning of computer peripherals once in a month.  |
| 4  | Under corrective maintenance the vendor shall rectify any defects, faults and failures in the equipment and shall repair, replace any worn out, defective parts of the equipment, as stipulated in para 2.4 of Section II i.e. Scope of Work.  |
| 5  | Maintenance support will have to be provided for Windows server operating systems, SCO Unix server operating systems, Oracle and Windows desktop operating systems (Windows 7 and above).  |
| 6  | The Tenderer shall load/reload and configure operating systems and/or any other specific system software, as the case may be, in the equipment covered under FMS & CAMC, at no extra cost to the Bank, whenever the need arises.   |
| 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. The Vendor will have to directly co-ordinate with the System Administrator at the Central Office / Regional Office / Data Centre, and with the vendors of all applications, 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 Teams of all other vendors such as Network, Firewall, MPLS, MSTC, etc. Necessary assistance to Network team shall also be provided on direction by DIT officials. |
| 8  | Vendor shall, upon direction of DIT officials, configure Outlook/ install application software/ make configuration changes with regard to MSTC etc., in the equipment covered under FMS / CAMC, free of cost.  |
| 9  | The vendor shall be responsible for updating of security patches, SCCM/ WSUS Updates, Anti-Virus updates on operating systems which should be done immediately upon their release by the Principal after taking due permission of the Bank's officials. The vendor shall also ensure that the PCs are in RBI domain and ensure for basic proxy settings in desktop. The anti-virus software has also to be uploaded on few stand alone PCs.  |
| 10 | The Bank has automatic anti-virus updating system. However, the vendor shall be responsible for checking/ ensuring updating of anti-virus files on all PCs/ Laptops covered under the FMS / CAMC. The anti-virus patches on the  |

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|    | systems should always be the latest. The anti-virus packages will be provided by the Bank.  |
| 11 | The vendor shall extend necessary assistance in shifting and reinstallation of equipment covered under the FMS/CAMC. The vendor shall carry out periodical cleaning by Vacuum Cleaner of all machines including machines which are under warranty at least once in a month. The record of the same needs to be submitted to the Bank.   |
| 12 | A health card shall be maintained for all equipment covered under CAMC. 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.   |
| 13 | The Vendor will manage the call management system and ensure that all minor/major service calls are logged, and ticket generated. The vendor will provide a Monthly Call Analysis Report & also a Quarterly MIS to DIT.   |
| 14 | <p>The Bank has 3 Video Conferencing Equipment. The vendor shall take necessary steps for by coordinating with Video Conferencing Help desk for setting up Video Conferences as and when directed by DIT officials.</p> <p>The vendor shall arrange to station at least three Resident Engineer (RE) staff, all of them will be highly skilled in the office premises on all working days as Resident Engineers. The number of REs is subject to change based on the requirements of the bank.</p> <p>a) The working hours for the Engineers are as follows:</p> <p>The normal timings for the 3 REs posted in Main Office Building will be from 09:30 AM to 06:00 PM on weekdays and Saturdays (except 2nd and 4th).</p> <p>b) 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 emerging situation.</p> <p>c) The Resident Engineers shall be deputed at regular intervals to any of the locations as mentioned in <a href="#">Annex VI</a>.</p> <p>d) These REs, should have a B. Tech Degree with minimum one year post qualification experience or Diploma (Computer) with minimum 3 years experience in computer hardware peripherals and various operating systems. Out of these REs, one will serve as the Team Leader and will be responsible for management of Helpdesk. REs with the team will carry out all preventive, corrective maintenance and trouble shooting. All the REs should have good communication skills, positive attitude and technical understanding.</p> <p>e) The REs shall be provided with all tools including casing, external hard disk, DVD ROM, LAN tester, crimping tool, pen-drive etc.</p> <p>g) The REs shall be provided with mobile phones and data cards by the company for communication at the Bank's location.</p> |

|    |   |
|----|---|
|    | <p>h) The successful tenderer shall place before the Bank service engineer's minimum at a ratio of 1:2 for consultation for the placement as Resident Service Engineer. However, it is not mandatory for the Bank to compulsorily agree with the proposal. The Bank shall have the right to reject a Resident Engineer at any point of time with a minimum notice period of two weeks, within which the vendor should arrange for a new incumbent and the above procedure would be followed in doing so.</p> <p>i) The personnel deployed to render services shall be appropriately skilled, trained and preferably possess certification such as CCNA, MCNE, MCSE or any other certificates proving the skill sets, for delivery of the services mentioned in this document.</p> <p>j) Resident Engineers should be dedicated personnel responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Software, Peripherals, Active Network equipment such as Switches, Modems and Routers; 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.; should also be capable of troubleshooting problems encountered by the end-users in customer applications, should have training and experience of managing and troubleshooting the problems under environments like Windows 2003 and above, LAN / WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc.</p> <p>k) The Resident Engineers cannot be changed at frequent intervals and deployed for a minimum period of (09) months. Upon changing resource personnel, the vendor is required to give sufficient notice, at least one month, to the Bank in this regard before replacing such a team member.</p> <p>l) The Resident Engineers 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.</p> |
| 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.   |
| 16 | The vendor shall be responsible for recovery of data, free of cost, in case of Hard Disk crash of any computer systems under FMS/CAMC.  |
| 17 | The vendor shall maintain onsite, an inventory of computer hardware, peripherals and components like Mouse, Keyboard, Hard disk, DVD/CD-ROM and other spare parts to ensure that the uptime of all systems.   |
| 18 | The vendor shall not provide sub-contract of the FMS / CAMC to any organization, person, firm or its franchise. 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.  |

|    |   |
|----|---|
| 19 | The vendor shall ensure that the malfunctioning hardware, accessories, operating systems, systems software (if any) are rectified within two hours of lodging the complaint by the user. If the vendor is not able to rectify the same by the stipulated time, the vendor shall provide, at their own cost, requisite hardware/ software to ensure business continuity.   |
| 20 | The vendor shall ensure 99% uptime of each PC and 98% uptime of each peripheral covered under the FMS / CAMC. If during any half year, the vendor does not maintain the uptime of the equipment, proportionate maintenance charges will be deducted from the amount to be paid to the vendor in the beginning of the next half-year.  |
| 21 | 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. 500/- for PCs/ Laptops may be imposed, at the discretion of the Bank. Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests.  |
| 22 | As security for due fulfilment of the terms and conditions and obligations of the service contract, the vendor shall furnish a Performance Bank Guarantee of 10% of the contract value of the FMS / CAMC valid for one (01) month beyond the period of AMC.   |
| 23 | The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter and after obtaining certificate of satisfactory performance from the user departments of the Bank.   |
| 24 | In the event of addition/deletion of machines under the scope of the FMS / CAMC, 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.  |
| 25 | The vendor will provide all risk insurance cover to its workmen/ resident engineers 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. The Insurance Policy will be valid/co-terminus with the period of contract.   |
| 26 | The vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act 1948 as per the Central Government, Workmen's Compensation Act, 1923, Provident Fund/Employees State Insurance Act and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the vendor, the Bank shall have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. |
| 27 | The contract may be renewed for one year, subject to satisfactory services rendered by the successful bidder.   |
| 28 | The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, 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  |

|    |   |
|----|---|
|    | <p>described in the FMS/CAMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the FMS/CAMC and not to any other party.</p> <p>The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully complied with.</p>   |
| 29 | The vendor shall certify that the repair and maintenance services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or 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.   |
| 30 | 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 FMS/CAMC or to any property of the Bank even if it is not covered by the FMS/CAMC.   |
| 31 | The bank can terminate the contract after giving a notice of 01 months to the vendor. If the vendor intends to terminate the contract the vendor should give three months' notice to the bank in writing specifying the reasons thereof.  |
| 32 | The FMS/CAMC provider shall pay all the taxes, duties, statutory payments 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/CAMC provider. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.   |
| 33 | The Bank shall not consider any request in change of rates of FMS/CAMC due to any reason whatsoever, during currency period of the contract.  |
| 34 | All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the courts in Jaipur 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 will resolve the dispute through mutual agreement or through the appointment of an Independent Arbitrator.  |
| 35 | After being selected as the successful tenderer and being awarded the contract of FMS /AMC, the tenderer shall reply to all queries/complaints that may be raised by the Bank from time to time. Evasive attitude by the tenderer may subject to the contract being terminated without notice/non-renewal of further contracts with the tenderer.   |
| 36 | <p>Shifting of Components</p> <p>The shifting of components means moving the components from one place to the other for carrying out the repair work or for relocation of the systems which will be done at no extra cost. This can be either of the following categories:</p> <p>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 Bank's premises as per the requirement and direction of DIT Officials.</p> <p>b) 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.</p> |

|  |
|--|
| <p>c) From one Premises of the Bank to other location including the Bank's residential colonies: The vendor should provide necessary support for shifting and setting up the IT Hardware/Peripherals in any of the Premises, as mentioned in the <a href="#">Annex-VI</a>, or any other location of Bank's Interest/activity within the jurisdiction of this Office. In case such activity is envisaged beyond the municipal limits of the Jaipur city, necessary conveyance, boarding &amp; lodging arrangements for the Support Engineer will be made by the Bank.</p> |
|--|



**Section V**  
**Form of Tender**

Place:  
Date:

The Regional Director  
Reserve Bank of India  
Rambagh Circle, Tonk Road  
Jaipur,

**Tender for awarding Contract for Facility Management Services & CAMC for hardware, software and peripherals at the Bank's Main Office Building, Jaipur from January 1, 2021 to March 31, 2022.**

Sir,

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the **for providing Facility Management Services and Comprehensive Annual Maintenance Contract for hardware, software and peripherals at the Bank's Main Office Building, Jaipur from January 1, 2021 to March 31, 2022.**

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening 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 deposit the EMD amount of Rs -----  
-/- through NEFT/ Our firm is MSME firm/Company and thus exempted from payment of EMD amount.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document and the Articles of Agreement together with the written acceptance of the Contract.

4. 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 therefor.

Dated this \_\_\_\_ day of \_\_\_\_ 2020.

For and on 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 and date \_\_\_\_\_

(2) Signature with \_\_\_\_\_

name, address and date \_\_\_\_\_

## Section – VI

**Documents to be uploaded by the bidder with Technical bid on MSTC website :**

| Sr. No. | Documents to be furnished   |
|---------|---|
| 1       | Copy of MOA (in case of company)  |
| 2       | Copy of Article of Association (in case of company)   |
| 3       | Partnership deed (in case of partnership firm)  |
| 4       | Firm or proprietorship registration certificate   |
| 5       | MSME registration certificate (in case of MSME)   |
| 6       | GSTN registration Certificate   |
| 7       | ESIC registration Certificate (if applicable)   |
| 8       | EPFO registration Certificate (if applicable)   |
| 9       | PAN Card copy   |
| 10      | Registration of Labour law certificate (if applicable)  |
| 11      | Details of turnover for the last three year as per the format given in <a href="#">Annexure II A</a> duly signed by the Chartered Account.  |
| 12      | IT returns certificate for the last 3 years (2016-17, 2017-18 and 2018-19)  |
| 13      | Proof of total existing work force – PF statement.  |
| 14      | List of contracts awarded in the past to bidder company/firm containing following details<br>➤ Name of the company<br>➤ Total annual value of contract<br>Details of documentary evidence furnish upon. |
| 15      | ➤ List of engineers/technical staff as per the <a href="#">Annex IV</a>   |

## Section VII

### Details of Bidder

| Sr. No. | Particulars  | To be filled by Bidder |
|---------|--|------------------------|
| 1       | Whether sole proprietorship or partnership Bidder or company |                        |
| 2       | Names of the proprietor/ partners /Directors of the Bidder   |                        |
| 3       | Address of the Bidder  |                        |
|         | Telephone /Mobile  |                        |
|         | Email  |                        |
|         | FAX  |                        |

### The details of Bidder's Banker:

| Sr. No. | Particulars  | To be filled by Bidder |
|---------|--|------------------------|
| 1       | Name of the Bank   |                        |
| 2       | Branch Address   |                        |
| 3       | IFSC Code (cancelled cheque may be enclosed)                                   |                        |
| 4       | Telephone and fax number   |                        |
| 5       | Name of the contact person   |                        |
| 6       | Amount of credit facility / overdraft facility enjoyed by Bidder from the Bank |                        |
| 7       | The period from which the Bidder has been Banking with Bank                    |                        |
| 8       | Bank Account Number (must be a current account)                                |                        |
| 9       | Type of A/c  |                        |
| 10      | Account Holder Full Name   |                        |
| 11      | Permanent Account Number (PAN).  |                        |

***/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their Bank account and also accept the payment in respect of the above works, if awarded to our firm /company, through NEFT.***

***Signature of Bidder with stamp/date***

## Section VIII

### Commercial Conditions

**Estimated cost of Work is Rs. 15,76,291/-**

| <b>Sr. No.</b> | <b>Description</b>  | <b>Bank's</b>   | <b>Acceptance of Bank's Term (Yes/No)</b> |
|----------------|---|---|---|
| 1              | Validity of Tender  | 90 days   |   |
| 2              | EMD   | EMD Rs 31,526/- to be remitted using NEFT (UTR number to submitted along with the Technical Bid).   |   |
| 3              | EMD   | Payment will be made on Quarterly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc. |   |
| 4              | Scope of Work   | <u>As per specifications in Section II of the tender</u>  |   |
| 5              | Penalties   | <u>As specified in Section IV of the tender</u>   |   |
| 6              | Performance guarantee (to be submitted by the Successful at the time of award of the work | <u>As per clause 4.9 of tender</u>  |   |

Place  
Signature of Bidder

Date

Name:

Seal of the Bidder  
Designation:

## Section IX

### Draft Articles of Agreement

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between Reserve Bank of India, having its office at Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur (Hereinafter referred to as the "Bank") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

And

M/s \_\_\_\_\_, having its office at \_\_\_\_\_ herein after referred to as the "Successful Bidder") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Successful Bidder is carrying on the business of providing **Facility Management Services and CAMC of Hardware, Software and Peripherals at the Bank's Main Office Building and staff quarters at Gandhi Nagar, Jaipur from January 01, 2021 to March 31, 2022.**

And whereas the Bank is desirous of availing services of the Successful Bidder for the above purposes as indicated in detail in letter no. \_\_\_\_\_ dated \_\_\_\_\_

And whereas the Bank and Successful Bidder are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Successful Bidder.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE BANK AND THE SUCCESSFUL BIDDER HERETO AS FOLLOWS**

1. This agreement will come into effect from -----and will remain in force up to ----- or until it is terminated as per the terms herein after contained.
2. The quoted charges of Rs. \_\_\_\_\_ covering the cost of manpower deployed and machinery/equipment used for efficient rendering of services shall be payable on monthly basis subject to submission of invoice.
3. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.
4. The above charges are firm and not subject to labour conditions, exchange variations or any other condition, except statutory requirements like minimum wages.
5. The above charges shall include Minimum wages to unskilled labours, VDA, EPF, ESIC, Bonus, Insurance charges and any other tax (excluding Goods and Services Tax - GST) and duty or other levy, whether existing or levied in future by the Central Government or any State Government or any Local Authority. GST will be paid as per actuals.
6. All quoted maintenance articles/equipment and material will be provided by the Successful Bidder. The cost of the any special work done or material procured shall be paid separately by the Bank.
7. The Successful Bidder shall be responsible for providing services on regular basis as per the terms and conditions of the tender and as per the Scope of Work and services to be rendered as mentioned in detail under Special Conditions of Contract of the tender.
8. The Successful Bidder shall ensure payment of minimum wages to the workmen employed by it and shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wage slips. In addition, it has to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation & Abolition) Act, 1970. The Successful Bidder has to give undertaking on Non Judicial Stamp Paper

of applicable value before the award of the work that it undertakes to actually pay wages and attendant benefits to all the labourers of all descriptions to be engaged by it for completion of that particular job/work at the rate which is not less than the minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities. The Successful Bidder shall submit along with its monthly bills a copy of the receipts of the wages paid to the workers along with proof of depositing dues like PF, ESI contributions, bonus, etc failing which their bill will not be settled. The Successful Bidder will ensure compliance with applicable provisions of Minimum Wages Act (among others provisions relating to weekly-offs and payment of overtime wages), PF Act, ESIC Act, Payment of Bonus Act, 1965; Maternity Benefits Act, 1961, etc.

9. The Successful Bidder shall be in possession of all the relevant documents, like license as contemplated under Contract Labour (Regulation & Abolition) Act, 1970 or certificate of registration with PF and Insurance authorities, any other law as applicable which shall be shown to the relevant authorities as and when required, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Successful Bidder and shall in no way be made liable to the labourers engaged by the Successful Bidder.

**10. Indemnity Clause:** The bidder 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 bidder 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 bidder; or
- d) Negligent or fraudulent act or omission by the bidder; or any third party for reasons attributable to the bidder.

The Bidder shall also keep the Bank indemnified against any claim from the staff of the bidder and it shall be the duty of the bidder 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 bidder 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 bidder shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

11. In case of any deficiency in services or any complaint remaining unattended the Bank may impose on the Successful Bidder penalty as contained in Section IV of the tender document.

12. The Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies, apart from termination of contract, at its discretion.

13. The Successful Bidder 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 Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**TERMINATION OF AGREEMENT**

14. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if

- a. in the opinion of the Bank (which shall not be called in question by the Successful Bidder and shall be binding on the Successful Bidder) the Successful Bidder fails or refuses to implement this agreement to the Bank's satisfaction, and/or
- b. the Successful Bidder commits a breach of any terms and conditions of this agreement / tender, and/or
- c. the Successful Bidder is adjudged an insolvent or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of Successful Bidder, and/or
- d. for any reason whatsoever, the Successful Bidder becomes disentitled in law to perform its obligations under this agreement, and/or
- e. There is any variation in the ownership/partnership or management of the Successful Bidder or its business without the prior approval in writing of the Bank to such variation.

15. In the event of termination of this agreement for any reason whatsoever, the Successful Bidder/or persons employed by it or its agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

**ARBITRATION**

16. If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/Panel of Arbitrators shall be final and binding on both the parties. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Pune and only courts in Jaipur shall have jurisdiction to determine the same. The venue of arbitration shall be Jaipur, Rajasthan, INDIA.

That the several parts of this Contract have been read by the Successful Bidder and fully understood by the Successful Bidder.

|  |   |
|--|---|
| If the Successful Bidder is a partnership or a proprietary concern | IN WITNESS WHEREOF the Bank and the Successful Bidder have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.  |
| If the Successful Bidder is a company                              | IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Successful Bidder has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. |

**I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their Bank account and also accept the payment in respect of the above works, if awarded to our firm/company, through NEFT.**

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur

\_\_\_\_\_

(Name and Designation)

In the presence of -

Witnesses –

1. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of -

Witness -

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

\_\_\_\_\_

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

\_\_\_\_\_

\_\_\_\_\_

In the presence of - Witness –

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Successful Bidder signs under common seal, the signature clause should tally with the sealing clause in the articles of association.

Directors who have signed these presents in token thereof in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contract is signed by the hand of power of attorney, whether a company or

SIGNED AND DELIVERED BY –  
the Successful Bidder by the hand of  
Shri \_\_\_\_\_

\_\_\_\_\_

**Performance Bank Guarantee**

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Regional Director  
Reserve Bank of India,  
Rambagh Circle  
Tonk Road  
Jaipur

Dear Sir,

**Tender for awarding Contract for Facility Management Services & CAMC of Hardware, Software and Peripherals at the Bank’s Main Office Building, Jaipur from January 01, 2021 to March 31, 2022.**

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called “the RBI”) and its Regional Office at Rambagh Circle, Tonk Road, Jaipur (hereinafter referred to as RO Jaipur) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas we, \_\_\_\_\_ (Name of the Bank), (hereinafter called “the Bank”), are aware that an agreement dated \_\_\_\_\_ has been executed between the Reserve Bank of India and the contractor and in terms of clause \_\_\_\_\_ of the said agreement, the contractor is required to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

AND Whereas, we, (Name of the Bank), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed the obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, an amount that may be demanded by the RBI, subject to a maximum of Rs. \_\_\_\_\_ only.
2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding upon us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any amount so demanded notwithstanding any dispute/disputes raised by the Contractor either with the RBI or in any suit or proceedings raised/pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor We further agree that the

guarantee herein contained shall continue to be enforceable till this sum due to the RBI is fully paid and claims satisfied or till the RBI discharges this Guarantee.

4. We further undertake not to revoke this guarantee during its currency without the previous consent in writing of the RBI.

5. We hereby further agree that –

a) RBI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Contractor. The Bank shall not be released from its liabilities under these presents by any exercise of RBI of the liberty with reference to the matter aforesaid. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations to the satisfaction of RBI and in the event of their failure to do so, by payment of the sum not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) by us.

b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to -----.

e) The notice demanding payment can be issued by RBI on the following address of the issuing Bank.

i) Postal address

ii) Email address

iii) Facsimile

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----  
----- (Month) (Year) being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature .....

Name .....

Address .....

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

**Annexure-II**

**List of Facility Management Services & CAMC of hardware, software and peripherals provided by the Bidder \***

| <b>Sr. No.</b> | <b>Name of client</b> | <b>year(s) of execution of work (s) awarded</b> | <b>Actual value of executed work(s)</b> | <b>Names including mobile number/email id and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed</b> |
|----------------|-----------------------|---|---|---|
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |
|                |                       |   |   |   |

\* Supporting document shall be furnished.

**Place:**

**Signature and seal of the Bidder Date:**

**Certificate by Chartered Accountant for Turn-over**

| <b>Year</b> | <b>Turnover</b> | <b>Profit After Tax</b> |
|-------------|-----------------|-------------------------|
| 2016-17     |                 |                         |
| 2017-18     |                 |                         |
| 2018-19     |                 |                         |
| 2019-20     |                 |                         |

**Signature of CA with registration No.**

## Annexure – III

### CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF SUCCESSFUL BIDDER

Name and address of the Client

Details of Works executed by Shri /M/s

|    |  |   |
|----|--|---|
| 1  | Name of work with brief particulars  |   |
| 2  | Agreement No. and date   |   |
| 3  | Agreement amount   |   |
| 4  | Date of commencement of work   |   |
| 5  | Stipulated date of completion  |   |
| 6  | Actual date of completion  |   |
| 7  | Details of compensation levied for delay (indicate amount) if any          |   |
| 8  | Gross amount of the work completed and paid                                |   |
| 9  | Name and address of the authority under whom works executed                |   |
| 10 | Whether the Bidder employed qualified Supervisor during execution of work? |   |
| 11 | i) Quality of work (indicate grading)                                      | Outstanding / Very Good/ Good / Satisfactory / poor |
|    | ii) Amt. of work paid on reduced rates, if any.                            |   |
| 12 | Did the Bidder go for arbitration?   |   |
|    | (i) If yes, total amount of claim  |   |
|    | (ii) Total amount awarded  |   |
|    | (iii) Comments on the capabilities of the Bidder.                          |   |
| 13 | a) Technical proficiency   | Outstanding / Very Good/ Good / Satisfactory / poor |
|    | b) Financial soundness   | Outstanding / Very Good/ Good / Satisfactory / poor |
|    | c) Mobilization of adequate T & P  | Outstanding / Very Good/ Good /Satisfactory / poor  |
|    | d) Mobilization of manpower  | Outstanding / Very Good/ Good /Satisfactory / poor  |
|    | e) General behaviour   | Outstanding / Very Good/ Good /Satisfactory / poor  |

**Note: All columns should be filled in properly**

Countersigned”

Signature of the  
Reporting Officer\* with Office seal

\*Officer of the rank of Superintending Engineer or equivalent

## Annexure - IV

### Details of Manpower Resources

| Sr No | Educational Qualifications                      | No. of Technical Staff |
|-------|---|------------------------|
| 1     | Computer Degree holder with one year experience |                        |
| 2     | Computer Diploma with 3 years experience        |                        |

Place

Signature of the bidder with Stamp

## Annexure - V

### Part (a) Details of Computer Peripherals

| S. No. | Item       | Description  | Under Warranty (Indicative) | Under AMC (Indicative) | Total |
|--------|------------|--|-----------------------------|------------------------|-------|
| 1      | Desktop PC | All PCs of Model and Make of HP, HCL, Dell, Lenovo etc.                | 116                         | 352                    | 468   |
| 2      | Printer    | All printers All-in-one of model and make HP, Canon etc.               | 80                          | 114                    | 194   |
| 3      | Scanner    | All scanners of model and make HP, Canon, EPSON etc.                   | 17                          | 26                     | 43    |
| 4      | Laptop     | All Laptops of model and make HP, Dell, Microsoft, MacBook, I-Pad etc. | 45                          | 51                     | 96    |
| 5      | Projector  | Hitachi, Epson   | --                          | 03                     | 03    |

The year-wise details of various IT Assets are as under

| Year                           | No. of PCs | No. of Printers | No of Scanners | No of laptops |
|--------------------------------|------------|-----------------|----------------|---------------|
| 1 April 2017- 31 December 2017 | 30         | 01              | --             | --            |
| 1 April 2016 – 31 March 2017   | 27         | 64              | --             | 9             |
| 1 April 2015 – 31 March 2016   | 85         | 12              | 13             | 2             |
| 1 April 2014 – 31 March 2015   | 122        | 19              | 1              | 40            |
| Prior to 1 April, 2014         | 88         | 18              | 12             | --            |

### Part (b) Details of Computer Software

| S.No. | Item Description              |
|-------|-------------------------------|
| 1     | Acrobat Reader                |
| 2     | Unicode                       |
| 3     | MS Outlook                    |
| 4     | MS Office                     |
| 5     | SCO Open Server (UNIX)        |
| 6     | UNIX Appl. Server             |
| 7     | Windows 2008 Server and above |
| 8     | Windows 8 and above           |

### Part (c) Technical Support for Operating Systems

|   |   |
|---|---|
| 1 | SCO Unix 5.x servers and above, Linux Servers           |
| 2 | Windows 2008 and above server versions                  |
| 3 | Windows Desktop Operating Systems (Windows 8 and above) |



## **Annexure - VI**

### **List of Properties of the Bank where AMC services will have to be provided**

1. Reserve Bank of India Main office Building, Rambagh Circle, Tonk Road, Jaipur
2. RBI Officers and Staff Colony, Gandhi Nagar, Jaipur

## Annexure - VII

### How to fill price at MSTC site

| S.No. | Description  |                     |
|-------|--|---------------------|
| 1     | Bank will pay a fixed sum of Rs. 71,869 plus GST per month towards the Minimum Wages and Statutory payment for engaging the services of three Resident Engineer as per the calculation given in this Annexure.   |                     |
| 2     | The minimum wages i.e. fixed sum may change as per minimum wages fixed by Office of the Chief Labour Commissioner.   |                     |
| 3     | Monthly CAMC* as per tender must be quoted in Rupees. excluding GST for the following IT Assets :<br><br>(a) PC: PCs of Model and make of HP, HCL, DELL, Lenovo etc. (352 No.s)<br>(b) Printer: Printers of model and make of HP, Cannon etc (114 No.s)<br>(c) Scanner: Scanners of model and make HP, Cannon, EPSON, etc (26 No.s)<br>(d) Laptop: Laptops (Notebook, Ultra book, etc.) of Model and make of DELL, HP, Microsoft, Apple, I-pad (51 No.s)<br>(e) Projector: Projectors of Hitachi, Epson (3 No.s) | <b>Amount ( Rs)</b> |

**\*Monthly CAMC Charges also includes expenses towards administrative services, uniform, profit, mobile charges to Resident engineer**

**Sample calculation:**

| <b>S.No.</b> | <b>Description</b>  | <b>Rate per month in terms of Rupees</b> |
|--------------|---|--|
| 1            | Monthly CAMC as per tender must be quoted in terms of Rupees excluding GST for:<br><br>(a) PC: PCs of Model and make of HP, HCL, DELL, Lenovo etc. (352 No.s)<br><br>(b) Printer: Printers of model and make of HP, Cannon etc (114 No.s)<br><br>(c) Scanner: Scanners of model and make HP, Cannon, EPSON, etc (26 No.s)<br><br>(d) Laptop: Laptops (Notebook, Ultra book, etc.) of Model and make of DELL, HP, Microsoft, Apple (51 No.s)<br><br>(e) Projector: Projectors of Hitachi, Epson (3 No.s) | a  |

**Calculation = (71869 + a) for one month, minimum will be L1 bidder**

**GST will be paid as per applicable rates**

**Calculation for the basic price of the labour are as under**

|   |   | a   |                | b   | c    | a X b X c |
|---|---|-----|----------------|---|------|-----------|
|   | Name of work                                      | Qty | Basis          | Minimum wages Act 1948 as per April 2020 for area B | Days |           |
|   | Residential Engineer (RE)                         | 3   | Highly skilled | 764   | 26   | 59592     |
| A | Total   |     |                |   |      | 59592     |
| B | ESIC @3.25% and EPF @13.00% Total @16.25% on A ## |     |                |   |      | 7313      |
| C | Bonus @8.33% on A \$\$                            |     |                |   |      | 4964      |
| D | Total (A+B+C) Basic price                         |     |                |   |      | 71869     |

**## Maximum Salary Ceiling for calculation of EPF is Rs 15000/- and for ESIC Rs 21000/- . \$\$Bonus will be paid for salary less than Rs 21000/-**

**Yearly increase will be given in following manner:**

Item No 1 : Increase will be given as per the prevailing minimum wages

**Note: Quantity of items may increase and decrease during the contract and amount will be paid on prorate basis**