



**Department of Information Technology  
Reserve Bank of India  
Thiruvananthapuram**

**NOTICE INVITING TENDER (NIT)**

**E-Tender for Facility Management Service & Annual Maintenance Contract for Computer Hardware, Software and Peripherals at Reserve Bank of India, Thiruvananthapuram**

Reserve Bank of India, Thiruvananthapuram, invites separate Technical (Part-I) and Commercial/ Price bids (Part-II) through e-tendering from vendors who are engaged in providing Maintenance services for Computer Hardware, Software and Peripherals; subject to terms and conditions. The interested vendors must register themselves on the MSTC portal (<http://mstcecommerce.com/eprhome/rbi>) for participating through e-tendering. The contract will be valid for period 1st April, 2022 to 31<sup>st</sup> March, 2023 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide. The Tender (Part-I & Part-II) shall be submitted on or before 2.00 PM on January 27, 2022 through MSTC portal only.

**Section I - SCHEDULE OF TENDER (SOT)**

a. Name of Work	Facility Management Service & Annual Maintenance Contract for Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and Peripherals at Reserve Bank of India, Thiruvananthapuram and its locations
b. e-Tender no.	RBI/Thiruvananthapuram/DIT/3/21-22/ET/370
c. Mode Of Tender	e-Tendering System (Part I - Technical and Commercial Bid and Part II – Price Bid) through <a href="http://www.mstcecommerce.com/eprhome/rbi">www.mstcecommerce.com/eprhome/rbi</a>
d. Date of NIT available to parties to download	<b>January 05, 2022 at 05.00 AM</b>
e. Pre-Bid meeting	<b>January 12, 2022 at 11.00 AM</b> <b>Venue-</b> Department of Information Technology, Reserve Bank of India, Bakery Junction, Thiruvananthapuram
f. Estimated cost of work	<b>Rs 14 lakh</b> inclusive of GST@ 18%
g. Earnest Money Deposit	<b>Rs 28000.00</b> (Rupees twenty-eight thousand only) to be deposited through NEFT. Details of account, IFSC etc. are as given in Section VII
h. Transaction Fees	To be paid through MSTC payment Gateway / NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. (Transaction fee will NOT be charged by RBI)
i. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	<b>January 27, 2022, 2.00 PM</b>
j. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprhome/rbind">www.mstcecommerce.com/eprhome/rbind</a>	<b>January 13, 2022, 05.00 PM</b>

k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>January 27, 2022, 2.00 PM</b>
l. Date & time of opening of Part-I - Technical Bid  Date & time of opening of Part-II - Commercial Bid/Price Bid	<b>January 27, 2022, 3.00 PM</b>  Shall be informed separately

Reeny Ajith  
Regional Director for Kerala and Lakshadweep  
Reserve Bank of India, Thiruvananthapuram

January 05, 2022

## DISCLAIMER

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

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

Reserve Bank of India reserves the right not to proceed with the empanelment or to change the particulars of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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## Section II

### Important instructions regarding E-tender

This is an e-tendering event of Reserve Bank of India, Thiruvananthapuram. The e-tendering service provider is MSTC Limited.

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

#### **Process of e-Tender:**

**1. 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 will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAVE TO BE SUBMITTED ON-LINE at <https://www.mstcecommerce.com/eprhome/rbi>**

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

#### **Contact person (Reserve Bank of India, Thiruvananthapuram):**

- a) Shri C S Santhosh, Manager, [cssanthosh@rbi.org.in](mailto:cssanthosh@rbi.org.in), Mobile: 9447343395
- b) Shri Vengadavasan, Assistant Manager, [vengadavasan@rbi.org.in](mailto:vengadavasan@rbi.org.in), Mobile: 9710408668
- c) Shri Vijay Lakshman R, Assistant Manager, [vijaylakshman@rbi.org.in](mailto:vijaylakshman@rbi.org.in), Mobile: 8300007151
- d) Shri Amarjyodh P V, Assistant, [amarjyodhpv@rbi.org.in](mailto:amarjyodhpv@rbi.org.in), Mobile: 9562019488

#### **Contact person (MSTC Ltd):**

- a) Smt Lisbeth Harold Dias, Branch Manager – [lpaadickan@mstcindia.co.in](mailto:lpaadickan@mstcindia.co.in) Mobile- 09820158988
- b) Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile- 09987758460
- c) Ms. Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
- d) Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268
- e) Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

#### **B) System Requirement:**

- f) Windows 7 or above Operating System
- g) IE-7 and above Internet browser.
- h) Signing type digital signature

i) Latest updated JRE (Java) (**x86 Offline**) software to be downloaded and installed in the system. To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

➤ Tools => Internet Options => Security => Disable protected Mode if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

➤ Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

➤ 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

2. The Technical Bid and the Financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprchome/rbi](http://www.mstcecommerce.com/eprchome/rbi). Bids will be opened electronically on specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

#### 4. **Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through **NEFT or Online Payment**. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

#### **Transaction fee is non-refundable.**

A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

#### **NOTE:**

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

5. 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).

6. **E-Tender cannot be accessed after the due date and time mentioned in NIT.**

#### **7. Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD, Transaction fees (If any) to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- c) The vendor(s) who have submitted transaction fee can only submit their **Technical Bid and Commercial Bid** through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → **Selection of the live event.**
- 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.
- 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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 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.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- 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.
- 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 confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) 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.
- p) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprhome](http://www.mstcecommerce.com/eprhome) to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

**Section III**  
**Form of Tender**

**Smt. Reeny Ajith**

Regional Director

Department of Information Technology

Reserve Bank of India

Thiruvananthapuram – 695 033

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in the Article of Agreement, General Instructions & Special Conditions, Commercial Conditions, Detailed scope of works to the tenderers, Schedule of quantities and conditions of contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

(a)	Description of works	Facility Management Service & Annual Maintenance Contract for Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and Peripherals at Reserve Bank of India Thiruvananthapuram and its Officer/Staff quarters.
(b)	Estimated cost of work	₹ 14 Lakh inclusive of GST @ 18%
(c)	Transaction Fees	To be paid through MSTC payment Gateway / NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. (Transaction fee will NOT be charged by RBI)
(d)	Earnest Money Deposit (EMD)	₹ 28000.00 (Rupees twenty-eight thousand only) deposited through NEFT in favour of Beneficiary Name: <b>DITAMC</b> <space> <b>Vendor's Name</b> A/c: <b>8614038</b> IFSC: <b>RBIS0THPA01</b> on or before the date given in NIT.
(e)	Contract Period	The contract will be valid for period 1st April, 2022 to 31 <sup>st</sup> March, 2023 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide.
(f)	Performance Bank guarantee	10% of Contract Value

2. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part- II tender and this period of validity can be extended for such period



as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Security Deposit, valid for the entire period of validity of tender.

4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.

5. The Tender is in two parts, Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

***To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform***

## Section IV

### **Tender for Facility Management Service & Annual Maintenance Contract for Servers, Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and Peripherals at Reserve Bank of India, Thiruvananthapuram and its locations**

Separate technical and commercial bids are invited only through e-tendering from entities which are engaged in providing maintenance services for computer hardware, software and peripherals. The interested vendors must register themselves on the MSTC portal (<http://mstcecommerce.com/eprchome/rbi>) for participating through e-tendering. The contract will be valid for period **1<sup>st</sup> April, 2022 to 31<sup>st</sup> March, 2023** and may be renewed further for two years or other periods as RBI may decide. **The tenders shall be submitted on or before 2.00 P.M. on January 27, 2022**. The estimated cost of the work is approximately Rs 14 lakhs.

#### **General Instructions**

1. This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender. The preparation of tenderer's proposal will be made without any obligation by the Bank to acquire any of the items included or rejected. All information included by the vendors in their proposal will be treated in strict confidence.
2. **Details of Computer Hardware, Software and Peripherals** are given in Section VI. The list is indicative and not exhaustive. Bidder has to note that the number of items may vary during the contract period.
3. **Nature of Work:** Onsite Annual Maintenance Contract (AMC) of Computer Hardware of heterogeneous makes/models, Computer systems, Laptops, Printers, Scanners, projectors etc. and Computer Operating Systems & Software.
4. **Place of Work (Locations):** Computer Hardware, Software and Peripherals installed at the following locations:

SN	Address	Hereinafter referred to as
01	Reserve Bank of India, Main Office Building, Bakery Junction, Thiruvananthapuram	MOB
02	Reserve Bank of India Officers Quarters, Kowdiar	KOQ
03	Reserve Bank Staff Quarters, Thamalam	TSQ
04	Reserve Bank Staff Quarters, Plamoodu	PSQ
05	Reserve Bank Staff Quarters, Nanthencode	NSQ

The help desk will have to be available to take calls on all working days and also non-working days, if special need arises. The help desk working hours will be as follows:

Working Days	Timing	Location – applies
Weekdays	9.00 AM to 6.00 PM	MOB
Saturdays (except 2nd & 4th)		
Weekdays	Attending calls / complaints - as and when required	KOQ, NSQ,PSQ,TSQ
Saturdays (except 2nd & 4th)		

5. **Bid Security (Earnest Money Deposit):** Amount of ₹28000.00 (Rupees twenty-eight thousand only) to be deposited through NEFT as per details furnished in Section VII.

6. **Period of the Contract:** 12 months contract from April 1, 2022 to March 31, 2023, extendable on a yearly basis for a maximum of two more years subject to satisfactory performance. It shall be open to either party to terminate this agreement any time during its currency by giving at least three months' notice to the other party in writing.

Tender in prescribed form shall be submitted in two parts [Techno Commercial Bid (Part-I) & Financial/Price Bid (Part-II)] through MSTC portal.

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

- a) Form of Tender (Section III)
- b) The terms and conditions as mentioned in Section V.
- c) Duly filled in profile of the company/firm ([Annexure – I](#))
- d) Details of Resident Engineers proposed to be posted in RBI ([Annexure – II](#))
- e) List of AMCs performed by the Vendor ([Annexure – III](#))
- f) Client's certificate regarding performance of FMS/AMC service provider [[Annexure-III\(A\)](#)]
- g) Certificate of indemnity ([Annexure-IV](#))
- h) Bankers certificate ([Annexure – V](#))
- i) Tenderer's additional information, if any
- j) General Acceptance of Terms & Conditions for Maintenance of Computer Hardware / Software and peripherals at RBI, Thiruvananthapuram ([Annexure VI](#))
- k) Earnest Money Deposit of ₹ 28000.00 (Rupees twenty-eight thousand only) through NEFT. Details of account, IFSC etc. are as given in Section VII

The Technical Bid should include all annexures duly completed and supported with the required documents. All the documents should be indexed, flagged and page numbered. Deviations to the terms and conditions, if any, shall be clearly mentioned by the vendor in the Techno Commercial Bid. The Technical Bid (Part-I) and Financial /Price Bid (Part-II) should be submitted within stipulated time period through MSTC Portal.

No deviation will be allowed in the Financial/Price Bid, which is meant only for the quotation of offer price/rate. The format of Financial/Price Bid (Part-II) is given in [Annexure VII](#) for information. Please note that Financial/Price Bid (Part-II) is to be filled online only in the prescribed format available on MSTC portal. The offer should be valid for 90 days from the date of opening of Financial/Price Bid (Part-II) of the tender.

8. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from their clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his

offer even after opening of Techno/Commercial Bid of the tender. The Bank is not bound to assign any reason for doing so.

9. This tender can be downloaded from the Tenders section of the Reserve Bank of India website (<http://www.rbi.org.in>>Tenders) or MSTC portal- (<http://mstcecommerce.com/eprochome/rbi>). The downloaded documents along with all the information/documents, as required (Part-I & Part-II) will have to be uploaded up to **2.00 P.M on January 27, 2022** on the MSTC portal only, for the Bank's examination.

The Technical Bid (Part-I) will be opened at **3.00 P.M on January 27, 2022**. After scrutiny of Technical Bid, only those firms, who fulfil the terms and conditions of Technical Bid, will be eligible for participating in the Financial/Price Bid. The Financial/Price Bid (Part-II) shall be opened on a subsequently announced date. The successful bidder will have to sign the final agreement within fourteen days from the opening of the Financial/Price Bid.

10. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regard will be entertained.

***To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform***

**Section V**  
**Terms and Conditions for the Annual Maintenance Contract**

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

1) **Composition of the tenderer** - The tenderer should be a limited company or registered partnership firm. Particulars of the firm and their bankers as per [Annexure I](#) and [V](#).

**Documents to be submitted** - Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ other relevant documents shall be submitted

2) **Service Setup** - The Company should have a service setup available at Thiruvananthapuram.

**Documents to be submitted** - Documentary evidence about the service setup to be submitted.

3) **Duration of past experience-** The firm/tenderer must have experience of successfully undertaking similar works during last 5 years ending March 31, 2021. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Start Date and End Date of the work, etc. The applicant should submit documentary evidence in support of minimum experience of 5 years.

4) **Minimum value of each completed work (qualifying)-** The company should have satisfactorily provided such services under LAN environment during past 5 (five) financial years from the date of opening of tender –

(a)	At least 1 (one) work of ₹ 11.2 lakh or above
<b>OR</b>	
(b)	At least 2 (two) work of more than ₹ 7 lakh or above
<b>OR</b>	
(c)	At least 3 (three) work of more than ₹ 5.6 lakh or above

*Either (a) or (b) or (c)*

The client-wise names of similar 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 [Annexure – III](#)

Client certificates as per the format given in [Annexure III \(A\)](#) showing the details of work carried out during the last 5 years must be provided along with technical Bid.

**Note:** In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Competent Authority. In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

5) **Yearly Turnover** - Minimum yearly turnover of not less than ₹ 14 lakhs for each of the last three financial years i.e. 2018-19, 2019-20 and 2020-21

**Documents to be submitted** - copies of Income Tax returns and Audited Financial Statements in proof of their credit worthiness and turnover for the last three years.

**Solvency:** Bidders are required to furnish Banker's certificate (solvency) issued by the Applicant's banker, specifically for the purpose of this work for a minimum amount equal to the estimated cost (**Rs. 14 Lakh**).

**Other general Terms & Conditions-**

1) Tenderers to submit copies of applicable tax registrations, viz., PAN, TIN, GST etc

- 2) Apart from service setup as mentioned in the eligibility criteria, the tenderers should preferably have an all India presence.
- 3) The Tenderer should have the capabilities to handle AMC / FMS for all brands and makes of computer systems and peripherals. The tenderer should be able to provide AMC for all hardware items and support for Operating Systems / Systems Software listed in Section VI (Part I). It may please be noted that the list of items in Section VI is indicative. The number of computer systems and peripherals may undergo a change subject to the same being added / deleted from the inventory of the Bank at the time of the commencement and also during the period of the contract.
- 4) The Tenderer should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in Section - VI, so as to ensure that priority support level from OEM will be available to tenderer for problem resolution.

**Documents to be submitted-** *Documentary evidence supporting the continuity of the association to be submitted.*

The tenderer should have adequate number of technically qualified engineers posted at Thiruvananthapuram with B.Tech./B.E./B.Sc/Diploma in Computer Science/IT/Electronics for dealing with issues relating to Networking, Windows server (2003 and above) Operating systems, Antivirus software, Microsoft Office 2013, Linux, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) among others.

**Documents to be submitted - list of technically qualified engineers with requisite certification supporting the requirements to be submitted to RBI.**

- 5) The tenderer should have a Service/Repair Centre at Thiruvananthapuram with adequate technical staff and equipment for repair work so as to ensure at least 99.5% uptime for servers, 99% uptime for PCs and 98% uptime for peripherals. The Bank reserves the right to inspect the Repair Centre and satisfy itself about the quality and reliability of service that can be rendered by the tenderer before opening the concerned tenderer's Part-II Bid.
- 6) The tenderer should provide the bio-data and information of the 03 technically qualified engineers likely to be posted as resident engineers at our location, as per [Annex II](#).
- 7) The Bank reserves rights to demand replacement of engineers posted in case the competency and skills were not found at desired level.
- 8) The tenderer must convey its acceptance of all terms & conditions and provide indemnity certificate as per [Annex IV](#).
- 9) **The tenderer shall deposit an Earnest Money Deposit of ₹ 28,000/- as specified in NIT (Section I (g)) through NEFT, which will be refunded to unsuccessful tenderers. As a security for due fulfilment of the terms and conditions and obligations of the service contract, the successful tenderer shall furnish a Performance Bank Guarantee of 10% of the value of AMC, valid for one month beyond the period of AMC. The Bank Guarantee will be renewed for a further period upon renewal of the contract for the work, by the Bank.**
- 10) The EMD furnished by the successful tenderer at the time of submission will be returned on submission of the Bank Guarantee towards security as stated above. Interest will not be paid on the EMD. Bids submitted without EMD will be rejected
- 11) The tenderer shall submit Banker's Certificate from a Scheduled Commercial Bank as per given format in [Annex V](#).

Note:-

- a) *The tenderer must provide documentary evidence in the respect of all the above mentioned eligibility criteria.*
- b) *Scanned copies (PDF) of the relevant original documents to be uploaded, in all applicable cases.*

c) *All the supporting documents should be duly stamped and signed by authorized signatory.*

#### **B. Financial Terms & Conditions:**

1. The Techno-Commercial Bid should be submitted/uploaded in the prescribed format only. One bid should be submitted in respect of all the items indicated in the list. Bidder/agency should not insert any conditions in the bids.

2. The scope of coverage of the AMC will be for the computer hardware, software and peripherals for all the items listed in Section VI of the Tender Notice. Technical support for software listed in Section VI must also be provided. The AMC will not be awarded in parts. The rate quoted should also cover the maintenance of operating system, software, installation, configuration of application/packages (connection of computer to projector for presentation etc) etc. The tenderer has to provide support for the IT inventory under warranty which inter-alia includes providing all support services other than parts replacement, logging of calls, follow up with OEMs etc. The tenderer should factor in the cost of support within the AMC value. No further outsourcing / subletting of contract would be allowed in any manner. The resident engineers are required to be on the pay roll of the company as regular employment.

3. All the prices quoted shall be in Indian Rupees. The firm quote shall not be subject to any price escalation subsequently. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and include cost of 03 resident engineers, labour, service, corrective maintenance, preventive maintenance, inclusive of supply of all parts/ components to replace the defective parts. The rates quoted must be excluding GST. GST should be shown separately and will be paid as per the government directives.

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

5. The quarterly bills, along with **necessary certification and documentary evidences** to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/Central Government and in compliance with instructions pertaining to **EPF, ESIC, Gratuity, etc.** may be submitted. Bank being the principal employer shall call for such documents to check the compliance of all statutory laws are met. The successful bidder shall pay wages to its employees not less than the minimum wages as specified in the **extant Central Minimum Wages notification issued by the Ministry of Labour and Employment (Office of the Chief Labour Commissioner (C), under Category 'Industrial Workers employed in Building Operations' – Skilled/Clerical – Area B.**

6. 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 value of the AMC, valid for one month beyond the period of AMC.

#### **C. General Terms and Conditions:**

##### **Scope of Work**

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

The AMC contract shall also cover Level 1 support for maintaining the Computer Hardware which are under warranty of the OEMs. This shall include smooth & seamless services to the users by spot problem detection, escalate the service call to the concerned vendor/OEM and coordinate

with them for resolution of problem if any, without breaching the warranty terms and conditions. Further, the AMC contract covers comprehensive annual maintenance of laptops, computers, printers and peripherals deployed at Bank's Properties at Main Office Building, KOQ, TSQ, PSQ, NSQ as detailed in Section IV.

**2 To replace old & defective parts with new & genuine parts:** In case where parts are unserviceable and such parts of the equipment's need replacement, the Vendor shall replace such parts with new ones promptly at no extra cost to the Bank. The tenderer agrees that all the components of the equipment shall be covered under this AMC contract and hence fall under the replaceable category only.

**a) Safe Shifting/relocation of Computer Hardware/Peripherals:** To undertake shifting and reinstallation of equipment covered under AMC, if required. Shifting of IT equipment will be done at no extra cost.

**b) Within Bank Premises:** The vendor should arrange for safe shifting of computer Hardware within the office, if required, or within the Departments/Buildings in the Banks Premises or between two locations as per requirement and direction of DIT Officials.

**c) From Bank to Vendor's Place & vice-versa:** The vendor should arrange for safe shifting of component from the Bank to the Vendor's place and vice-versa for repairs/replacement etc. The vendor should maintain the record of such type of asset movement.

**d) From Bank's one location to another location:** The vendor should arrange for safe shifting and setting up the IT Hardware/Peripherals in any of the premises viz. at Main Office Building, and at Officers/Staff Quarters (KOQ, TSQ, PSQ, NSQ) in Thiruvananthapuram or any other location of Bank's interest/activity within the jurisdiction of this office. In such cases, transport arrangement will be made by the Bank. In case, such activity is envisaged beyond the municipal limits of Thiruvananthapuram, necessary Boarding & Lodging arrangement for the support engineer will be made by the Bank.

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

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

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

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

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

**8** The vendor shall provide comprehensive maintenance services covering both preventive as well as corrective maintenance, for all assets covered under AMC. Under corrective maintenance the vendor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, at no extra cost to the Bank. All the components of the equipment shall be covered under this AMC contract and hence, fall under the replaceable



category only. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc., need replacement; the Vendor shall replace such consumable parts (other than - the FUSER ASSEMBLY, RIBBON, PRINTER CARTRIDGE & THE TONER CARTRIDGE, Printer Head) at no extra cost to the Bank. Only those parts such as FUSER ASSEMBLY, RIBBON, TAPES, STATIONERY, and PRINTER CARTRIDGES & TONER CARTRIDGES will be replaced, if required, at an additional cost to the Bank at actuals on submission of proper bills by the vendor. All other components of the equipment's shall be replaced by the Vendor 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 cost and responsibility till the above components are repaired or replaced by the vendor.

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

**10. Deployment of Resident Engineers:** During the period of the Agreement, the vendor will maintain the equipment in good working condition. Vendor will carry out preventive maintenance at least four times during the contract period. Three Engineers will be deputed on-site for full working day on all working days of the Bank during the contract period (3 Resident Engineers at MOB). RBI will have the right to call the resident engineers in case of urgent need on other days also apart from normal working days. The vendor shall correct any faults and failure in the equipment and shall repair and replace worn-out or defective parts of the equipment's during Bank's normal working hours. The resident engineer has to maintain (MANUALLY OR THROUGH AN APPLICATION) the following:

**i. Inventory register** - details of all hardware and software at the bank under maintenance and under manufacturers 'warranty.

**ii. Call register** - to log all calls received from the users.

**iii. Vendor register** - details of all third party vendor and details of calls logged with these vendors.

**11. Resource Profile:** The list of engineers on rolls of the firm with qualification, experience and address and identity details should be given.

a) The tenderer should ensure that all the three engineers posted at our location should have the minimum qualifications and service requirements as indicated, viz., out of the three resident engineers, at least one **should be a B.Tech / B.E. / B.Sc / MCA in Computer Science/IT/Electronics with at least 2 years' experience in networking/computer maintenance. The remaining two should be a B Tech./B.E./BSC/MCA/Diploma holder with at least 2 years' experience in computer maintenance in FMS environment.** The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or replacements in the event of absence/ engineer leaving employment of Vendor etc. All the REs should have good communication skills, positive attitude and technical understanding. The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or replacements in the event of absence/ engineer leaving employment of Vendor etc.

b) The normal working hours for REs will be as stated below:

Working Days	Timing	Location – applies to
Weekdays	9.00 AM to 6.00 PM	MOB
Saturdays (except 2 <sup>nd</sup> & 4 <sup>th</sup> )		
Weekdays	Attending calls - Only in case need arises	MOB, KOQ, TSQ, PSQ, NSQ
Saturdays (except 2 <sup>nd</sup> & 4 <sup>th</sup> )		

However, under special circumstances such as Annual Closing of books of accounts or any unforeseen / unavoidable circumstances of the Bank etc., the working hours shall vary as per the given situation. There will be no additional compensation from the Bank for such circumstances.

c) The vendor should not rotate/change their resident engineers frequently and keep deployed for a minimum period of 1 year. In case of unavoidable circumstances, the vendor should inform the Bank in writing well in advance about the change of engineer.

d) The vendor shall provide mobile phones and laptops to the Resident Engineers.

e) The travelling expenses of engineers will be borne by the vendor.

f) The Bank shall have the right to reject Resident Engineers at any point in time with a minimum notice period of two weeks, within which the vendor should arrange for a new incumbent in consultation with DIT Officials.

g) Resident Engineers are dedicated personnel for a location responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Modems and Routers. They should also be qualified enough to do first level diagnosis and troubleshooting problems relating to standard softwares such OS, Internet Explorer, Microsoft Office, Anti-virus, etc.. They should also be capable of troubleshooting problems encountered by the end users in customer applications. They should have training and experience of managing and troubleshooting the problems under environments like Windows 7 and above / Windows 2008 server and above, LAN/WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc.

h) The qualified service personnel of the company are required to carry their company-provided photo identity card in person during their term in the Bank. The tenderer, upon acceptance of the offer for AMC is required to provide certified introductory letters with photographs for the service personnel.

i) 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. Vendor has the responsibility of arranging/submitting Police Verification Report of the resident engineer.

j) The Vendor will provide insurance cover to its Engineer in the Bank. The workmen/ engineer or their legal heirs shall not claim any insurance/job benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.

**Others:**

**12** A health card shall be maintained for all equipment covered under AMC. The vendor shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded. The vendor shall carry out

periodically cleaning by vacuum cleaner of all machines including machines which are under warranty at least once in a quarter. The record of the same needs to be submitted to the Bank.

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

**14.** 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 Monthly Call Analysis Report to DIT.

**15.** If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹200/- for peripherals, ₹300/- per day for PCs/Laptops and ₹1000/- per day for servers 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.

**16.** 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, IDRBT or with the vendor of the application, to resolve any issues related to smooth functioning of internal packages of the Bank. The vendor has to follow up the Internet Service Provider in case of any disruption in services till the services are resumed. The vendor will also have to coordinate and assist in resolving issues with the technical team of other vendors such as Network, Firewall, MPLS, or Application.

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

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

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

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

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

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

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

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

**25.** Qualified vendor will be decided on the basis of Total Cost for all items to the Bank

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

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

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

**29.** 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.

**30.** Upon 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 would subject the contract being terminated without notice/non-renewal of further contracts with the tenderer.

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

**32 Penalty:**

**a)** Penalty @ ₹ 200/- per day for non-rectification of complaint within 24 hours will be deducted in the subsequent quarterly payment.

**b)** Absence of engineers at work will attract a proportional deduction from the charges in the subsequent quarterly payment if alternate arrangements are not made.

**c)** Non-adherence of at least 60% of scheduled engineer visit in a month will attract a further penalty of ₹ 1000/- which will be deducted from subsequent quarterly payment.

**33. Labour/Wages - Compliance with various statutes:**

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

**b)** The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any

other labour law/statute in force in this regard. The Vendor solely shall be responsible for liabilities, if any, in this regard.

**c)** The vendor will be mandatorily required to credit salaries and pay all components only through direct credit to the bank accounts of personnel deputed in the Bank.

**d)** The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence of having paid required minimum wages at any point in time through direct credit to bank accounts. Also, Bank may require evidence of having the resident engineers on pay roll of the company as a regular employee.

#### **34. Force majeure:**

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

**b)** During the continuance of any such event, each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.

#### **35. Arbitration:**

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

#### **36. Jurisdiction:**

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

#### **37. Complying with the Information Security Policy of the Bank:**

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

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

#### **38. Confidentiality:**

**a)** The Vendor must acknowledge that all materials and information which has or will come into its possession or knowledge or 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 and to release it only to employees requiring such information for the purpose of performing obligations and not to any other party. The Vendor shall agree to take appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information are fully satisfied.

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

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

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

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

### **40. Evaluation of bids**

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

b) The Technical Committee formed for the evaluation of the bids/proposals will take into account the evaluation process laid down in Section V.

c) The Bank may obtain reports on past performance of the tenderer from its clients. The Bank may evaluate the said reports before opening of the Part II of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part II of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the financial/price bids of only technically qualified vendors will then be opened for purpose of commercial evaluation. All such vendors shall be treated as empanelled vendors for the period of 2022-2025 and the Bank may, if required, seek their participation in any tender of similar work issued during the period 2022-25.

### **41. Scrutiny of Bids will be in three stages as under:**

(a) Eligibility Criteria:

The Bank will first scrutinize the eligibility of the Bidders as per “qualification criteria” (Refer Section V) of the Tender Document. The decision of Bank in this regard shall be final and no further correspondence in this regard will be entertained.

Proposals meeting all the “qualification criteria” with requisite supporting documents will then be assessed and shall/may qualify for the next stage.

(b) Technical Evaluation:

The Bank will scrutinize the offers and evaluate the technical Bids based on the eligibility criteria and the supporting documents. Only the Bidders who qualify in Technical Evaluation will be short listed for Commercial (Price Bid) Evaluation. The decision of the Bank in this regard shall be final and binding on the tenderers.

(c) Financial Evaluation:

The Bank will open and scrutinize the Commercial offers of only the technically qualified Bidders. The Financial Bids will have to be submitted in the format as per [Annexure VII](#). The Bank may reject or load the financial implication of any alteration in the Financial Bid submitted by the respective bidder. The Financial Bid of the technically short-listed bidders will be opened and the bidders will be ranked as L1, L2, L3, etc. on the basis of their prices offered.

**42 Taxes:** The rates quoted online (*positive values only*) by the Tenderers in the “Rate field” should be exclusive of GST. The GST will be factored in automatically by the system (which can be viewed by the tenderer while filling rates online) during furnishing of Price Bid to arrive at the Final/Gross Amount. All other applicable taxes, levies etc. should be included in the quoted amount. As per Indian laws, Income Tax-TDS and GST-TDS will be deducted at source and a certificate for the same will be issued to the contractor.

**43 Insurance:** The successful tenderer shall take “all risk policy” for the contract value and workmen compensation policy for the workers engaged in the work. The Insurance policy will be valid/co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors all risk policy shall be minimum ₹2.00 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.

**44. Signing of Contract Agreement:**

a) The eligibility conditions, scope of work, general terms & conditions to the tenderers, hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

b) On receipt of intimation from the Bank of the acceptance of the tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with terms & conditions in this tender document. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

c) The handholding process would start immediately after issue of the acceptance letter by the Bank with the current service provider, although the payment for the contract would be made from July 1, 2019 onwards.

d) The following DIT officials may be contacted for any clarification:

Shri C S Santhosh, Manager	Shri Vengadavasan S, Asst.Manager	Shri Amarjyodh P V, Assistant
Contact No.0471- 2783330,	Contact No.0471- 2783179,	Contact No: 0471-2783258
Mob. No. 9447343395	Mob. No. 9710408668	Mob: 9562019488

**To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform**

## Section VI

### Part A - Details of Computer Hardware & Peripherals

SN	Item	Description	Under AMC	Under Warranty	Total
01	PCs	Desktop PCs of make HP, HCL, Dell, Lenovo,	216	101	317
02	Printers	Laserjet Network Printers, Laserjet MFP Printers, Laserjet Personal Printers, Officejet/Inkjet Printers/Color, DD/PO Printer, DOT Matrix, All in One B/W and colour printers	53	26	79
03	Scanners	ADF, Flatbed, Dual/Duplex	27	4	31
04	Laptops	Laptops of make HCL, Dell, HP MacBook, I-pad, & Surface book Pro	60	50	110
05	Projector	BenQ	1	0	1

**Notes: these numbers may vary depending on the Bank's requirements**

**Part B - Details of Computer Software:** Acrobat Reader, MS Outlook (2007 & 2013), MS Office, Oracle 8 Developer, IBM MQ, Oracle 8 Server, SCO Open Server (UNIX), SCO-UNIX Version 6.0, Windows 2008 Server, Windows 7 professional, Windows 8.1, Windows 10, JAWS software as screen reader for visually blind, KMT and other OS/server related software.

### Part C- Technical Support for Operating Systems:

1	Windows Desktop Operating Systems (Windows 7 and above)
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**Part (D): List of onsite inventory of spare parts required to be maintained by AMC holder:**

SN	Item	Qty
01	SMPS	05
02	DDR4 8 GB RAMs	05
Any other item to maintain equipment uptime as indicated above		

**To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform**



**Section VII****NEFT Details**

**Name : DITAMC<space>VENDOR'S NAME**

**Account Number : 8614038**

**IFSC Code : RBIS0THPA01**

**Remarks : DIT-AMC-FMS - EMD**

**Annexure I**

*(The pages in original to be uploaded while submitting the e-tender)*

**Company Profile:**

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

**A. BASIC INFORMATION OF COMPANY/FIRM**

<b>Particulars</b>	<b>Response</b>
1) The registered name of the company/firm	
2) Name and designation of the authorized official responding to the request	
3) Contact telephone, fax number and E-mail address	
4) Registration and other numbers	
5) Registered Office (address)	
6) Legal form of organization	
7) Name and address of Parent company, if any	
8) Brief description of the entity including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in its development	
9) A brief account of FMS/AMC/software development services	
10) List of FMS/AMC solution provided in similar environment including of value not less than ₹ 11.2 Lakhs/₹ 7 Lakhs/₹ 5.6 Lakhs in the last 3 years.	
11) Financial: (in Crores) Turnover a) Total	

<p>b) Of Which from FMS/AMC Profit</p> <p>a) Total</p> <p>b) Of Which from FMS/AMC</p> <p>(Audited financial statement to be attached for the last 3 years)</p>	
<p>12) Geographical spread in India:</p> <p>a) No. of Offices</p> <p>b) Locations</p> <p>Of which in Thiruvananthapuram</p> <p>i) for FMS/AMC</p> <p>ii) Software Support</p>	
<p>13) The number of staff employed in each of these categories at Thiruvananthapuram:</p> <p>(a) Software development/support</p> <p>(b) Engineering/hardware support</p> <p>(c) Sales and other personnel</p>	
<p>14) (i) Name and level of quality standards obtained by the Company (enclose copy of certificate)</p> <p>(ii) Is it for a Specific Division or for the Organization as a whole? Please specify.</p> <p>(iii) Is it for the Division that may be Undertaking AMC/FMS? Please specify.</p>	
<p>15) Whether the vendor has a valid license issued under the Contract Labour Act, 1970?</p> <p>If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason.</p>	
<p>16) Whether there is legal action being taken against vendor for any cause in any legal</p>	

Jurisdiction.	
17) Please give escalation matrix for problem resolution. The matrix should include a senior officer at the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix.	
<b>B. Project Experience and Client Information:</b>	
<b>Particulars</b>	<b>Response</b>
1) Number and list of similar FMS/AMC of Current projects completed in last 5 years which: (a) Banking/financial Institution (no. & list) (b) Customer specific multi-user (no. & list) development projects	
2) For the above projects indicated, please furnish the following details for reference purposes: a) Organization b) Contact person & Designation, c) Telephone number, fax, email.	
<b>C. Other Details:</b>	
<b>Particulars</b>	<b>Response</b>
1) Project Organization structure (Please describe in detail the strategy that the enterprise propose to adopt to ensure that the FMS/AMC is carried forward in non-disruptive manner and within the specified time frame)	
2) Assumptions, Risks & constraints as State clearly, the assumptions, risks & perceived constraints as perceived by you	
3) Infrastructure requirement from Reserve Bank	

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

Signature:  
Name:  
Designation:  
Date

## Annexure II

**Details of Resident/ AMC Engineers proposed to be deputed at RBI Thiruvananthapuram***(This page in original to be uploaded while submitting the e-tender)*

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

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



**Annexure III (A)****CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR***(The Client's certificate in original to be uploaded while submitting the e-tender)*

Name &amp; 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 work is executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading) (tick any one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency (tick any one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
	b) Financial soundness (tick any one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
	c) Mobilization of adequate spares	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
	d) Mobilization of manpower (tick any one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
	e) General behavior (tick any one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor

Signature of the Reporting Officer (Client)\* with Office Seal

\*Officer of the rank of Superintending Engineer or equivalent

Imp: The tenderer should submit the client's Certificate from at least two of their clients for whom they have carried out eligible works. The client's certificate issued by Govt/PSU should be supported by adequate proof of payment and in respect of private organization, copy of TDS certificate is required.

**Annexure IV****Undertaking/ Certificate of Indemnity****(To be submitted on the letterhead of the Company)***(This page in original to be uploaded while submitting the e-tender)*

The Regional Director  
Reserve Bank of India  
Bakery Junction,  
Thiruvananthapuram -  
695033

Dear Sir,

**Facility Management Service & Annual Maintenance Contract for Computer Hardware, Software and Peripherals of the Reserve Bank of India, Thiruvananthapuram**

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

1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
3. We warrant that the repair and maintenance service to be provided by us will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
4. We shall adhere to IS Policy guidelines of the Bank.

Yours faithfully,

Signature

Name :

Designation :

Place :



**Annexure V****FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK***(The Banker's Certificate in original to be uploaded while submitting the e-tender)*

This is to certify that to the best of our knowledge and information M/s. / Sri..... having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees .....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature) For the Bank

E-Mail:

Address:

Contact No.

**Note:**

1. Banker's certificates (Solvency) should be on letter head of the Bank, addressed to Regional Director (Thiruvananthapuram), Reserve Bank of India, Bakery Junction, Thiruvananthapuram, Kerala- 695 033 and submitted in a separate sealed cover
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

## Annexure – VI

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

*(This page in original to be uploaded while submitting the e-tender)*

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

Signature

(Name of the Company/Firm)

## Annexure - VII

## Format of Part-II - Unpriced Bill of Quantities

**Financial / Price Bid Format - to be filled online in the MSTC portal only**  
**Facility Management Service & Comprehensive Annual Maintenance Contract for**  
**Computer Hardware and Peripherals at RBI, Thiruvananthapuram for the following**  
**items of Work**

<b>LOT NO</b>	<b>Items of Work</b>	<b>Quantity</b>	<b>Unit of Measure (UOM)</b>
1	<b>Annual Charges for Comprehensive AMC including all charges for PCs - Desktop PCs of make HP, Dell, Lenovo, as per the tender specifications.</b>	<b>216</b>	<b>Number (No)</b>
2	<b>Annual Charges for Comprehensive AMC including all charges for Printers - Laserjet Network Printers, Laserjet MFP Printers, Laserjet Personal Printers, Officejet/Inkjet Printers/Color, DD/PO Printer, All in One B/W and colour printers, as per the tender specifications.</b>	<b>53</b>	<b>Number (No)</b>
3	<b>Annual Charges for Comprehensive AMC including all charges for Scanners - (Comprehensive) - ADF, Flatbed, Dual, as per the tender specifications.</b>	<b>27</b>	<b>Number (No)</b>
4	<b>Annual Charges for Comprehensive AMC including all charges for Laptops - (Comprehensive) - Make HCL, Dell, Asus, HP, MacBook &amp; i- Pad, as per the tender specifications.</b>	<b>60</b>	<b>Number (No)</b>
5	<b>Annual Charges for Comprehensive AMC including all charges for Projector - BenQ, as per the tender specifications.</b>	<b>1</b>	<b>Number (No)</b>
6	<b>Annual Charges for deploying FMS Engineers, as per the tender specifications including service charges and any other charges.</b>	<b>3</b>	<b>Number (No)</b>

**Please Note:**

- i. **The tenderer should take in to consideration all the terms and conditions as per Section I to V while submitting their price bids.**
- ii. **Provide unit rates for all the items**
- iii. **Rates quoted online (exclusive of GST) are to be for unit quantity of each item mentioned above. GST will automatically be added to the quoted amount which will be displayed on the screen while quoting.)**
- iv. **The successful bidder shall pay wages to its employees not less than the minimum wages, which may be revised by Government from time to time as specified in the extant Central Minimum Wages notification issued by the Ministry of Labour and Employment (Office of the Chief Labour Commissioner (C), under Category 'Industrial Workers employed in Building Operations' – Skilled/Clerical – Area B. Please refer the link '<https://clc.gov.in/clc/node/684>' for the latest notification.**