



**Reserve Bank of India  
Department of Supervision  
Central Office, Mumbai**

**Web Notice**

February 12, 2021

**E-tender for Annual Maintenance Contract & Facility Management Services for Computer Hardware, Software and Peripherals at RBI, Department of Supervision, Central Office, Mumbai and Legal Department, Central office, Mumbai**

Reserve Bank of India (RBI), Department of Supervision, Central Office (DoS, CO) invites online tenders for Annual Maintenance Contract (AMC) & Facility Management Services (FMS) for Computer Hardware, Software and Peripherals from the eligible companies/partnership firms, Limited liability Partnership governed by Limited Liability Partnership Act 2008 fulfilling the pre-eligibility criteria for the period of Twelve (12) months from April 01, 2021 to March 31, 2022 for the following Central Office Departments:

- i. Department of Supervision, Central Office
- ii. Legal Department, Central Office

The tender document is available on RBI website [https://www.rbi.org.in/Scripts/BS\\_ViewTenders.aspx](https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx) and at <https://www.mstcecommerce.com/eprochome/rbi>. The vendors intending to bid for the above tender may submit their bids online. Last date and the time for submission of e-tender is March 05, 2021 up to 13:00 Hrs.

Tender invitation notice number and time limit is as follows:

S. No	Activity	Details/Tentative Dates
1.	Name of Work	Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals
2.	Date of Press and Web Advertisements	<b>February 12, 2021</b>
3.	e-Tender No	RBI/Central Office/DBS/2/20-21/ET/543
4.	Mode of Tender	e-Procurement System (Online Part I- Technical Bid and Part II- Commercial Bid through <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
5.	Date and time from which NIT (Notice Inviting Tender) will be available for parties to download from website	<b>February 12, 2021 from 11:00 Hrs. onwards</b>

	<a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>	
6.	<p>(i) Estimated Cost of Work</p> <p>(ii) Earnest Money Deposit (EMD)</p> <p>(iii) Transaction Fee-</p> <p><b>Important Note:</b> Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favor of MSTC Limited, Kolkata.</p>	<p>₹30 Lakh</p> <p>₹60,000/- (Rupees Sixty thousand only) deposited through NEFT in favour of Reserve Bank of India, A/c No 41869229908, IFS Code: IFSC No. RBISOCOD001 (5th, 9th and 10th letter is ZERO). Kindly mention UTR transaction detail as per the format given in <b>Annexure IV (in the tender document)</b>. However, all Micro and Small Enterprises participating in tendering process are exempted from payment of Earnest Money Deposit. The eligible firms claiming exemption under MSEs need to submit certificate of Registration under Ministry of Micro, Small and Medium Enterprises, GOI.</p> <p>To be paid through MSTC Payment Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.</p>
7.	Prebid meeting*	Due to ongoing Covid-19 situation, it is not possible to conduct Pre-bid meeting. Hence all bid related queries shall be sent by Bidders through email at <a href="mailto:sahilsharma@rbi.org.in">sahilsharma@rbi.org.in</a> or <a href="mailto:sushantkhandelwal@rbi.org.in">sushantkhandelwal@rbi.org.in</a> on or before 3.00 p.m. February 20, 2021. Replies will be consolidated and placed on Bank's website and MSTC Portal by 12.00 p.m. of February 24, 2021.
8.	Last date of submission of EMD through NEFT	<b>On or before March 05, 2021, 13:00 Hrs.</b>
9.	Date of starting of e-tender for submission of online Technical Bid and Commercial Bid at <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>	<b>February 12, 2021 from 11:00 Hrs. onwards</b>
10.	Last Date and Time for submission of e-Tender	<b>March 05, 2021 13:00 Hrs.</b>
11.	Date & time of opening of Part-I (i.e. Technical Bid) Part-II Price Bid: Date of opening of Part II i.e. commercial bid shall be informed Separately	<b>March 05, 2021 15:00 Hrs.</b>
	*The Bank reserves the right to reject all the tenders without assigning any reason thereof.	

(Ajay Kumar Choudhary)  
Chief General Manager-In-Charge, DoS CO



**RESERVE BANK OF INDIA**  
**Department of Supervision, Central Office**  
**Cyber and IT Security Group, IT Cell**  
**Mumbai**

Tender Document for  
Facility Management Services  
&  
Annual Maintenance Contract  
for Computer Hardware, Software and Peripherals at  
Department of Supervision, Central Office  
and  
Legal Department, Central Office

Period of Contract  
01.04.2021 to 31.03.2022

Through E-Tendering Process

Last Date of Submission: March 05, 2021

## Contents

Web Notice .....	3
Important Instructions Regarding E-tender .....	7
Chapter 1: Scope of the Work.....	10
Chapter 2: Eligibility Criteria .....	17
Chapter 3: Terms and Conditions .....	22
Chapter 4: Submission of Bids.....	37
Chapter 5: Evaluation of Bids and Award of Contract .....	39
Annexure I: Details of Computer hardware and peripherals.....	40
Annexure II: Indexation formula .....	47
Annexure- III: Proforma Bank Guarantee .....	48
Annexure-IV: EMD UTR Transaction details .....	51
PART I – TECHNICAL BID (Form 1).....	52
Appendix-1: major clients’ list in last 5 years .....	56
Appendix-2: Client’s certificate regarding performance .....	57
Appendix-3: Details of technical staff & service centres at Mumbai.....	59
Appendix-4: Details of qualified engineers at Mumbai .....	60
Appendix-5: Details of engineers to be posted at Bank .....	63
Appendix-6: Format of Solvency Certificate .....	65
Appendix-7: Declaration regarding non-block listing .....	66
Appendix-8: Declaration regarding compliance of all statutory laws.....	67
Appendix-9: Power of Attorney format .....	69
Appendix-10: Undertaking / Certificate of Indemnity .....	71
PART II - PRICE/FINANCIAL BID (Form 2).....	73



**RESERVE BANK OF INDIA**  
**Department of Supervision, Central Office**  
**5<sup>th</sup> Floor, IT Cell, Centre 01, World Trade Centre, Cuffe Parade**  
**Mumbai - 400005**

## Web Notice

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Reserve Bank of India (RBI), Department of Supervision, Central Office (DoS, CO) invites online tenders for Annual Maintenance Contract (AMC) & Facility Management Services (FMS) for Computer Hardware, Software and Peripherals from the eligible companies/partnership firms, Limited liability Partnership governed by Limited Liability Partnership Act 2008, fulfilling the pre-eligibility criteria for the period of Twelve (12) months from April 01, 2021 to March 31, 2022 for the following Central Office Departments:

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The Bank reserves the right to reject all the tenders without assigning any reason thereof.		

## DISCLAIMER

This document prepared by the Reserve Bank of India, Department of Supervision, Central Office, IT Cell, Mumbai (Bank), provides 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 believes it to be accurate, neither the Bank 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 proposed tender or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. **The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website**

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. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.

The chief General Manager In-Charge  
Department of Supervision, Central Office  
Reserve Bank of India  
(Mumbai)



## Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Department of Supervision, Central Office. The e-procurement 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.

### A. Process of E-tender:

- 1. Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Vendors are required to register themselves online with <https://www.mstcecommerce.com> → eProcurement → PSU / Government Departments → RBI. Register as vendor by filling up details and creating own user id and password → Submit. Upon registration, the vendors should receive a system generated email confirming their registration on their registered email account which would have been provided by the vendor while filling the registration form.

The vendor should possess at least a Class II signing and encryption type digital certificate for bidding through MSTC Portal (Bids will not be recorded without Digital Signature). It would be the vendor's responsibility to make their own arrangement for bidding from a computer connected with internet. MSTC/RBI, DoS, CO is not responsible for making such arrangement. Vendors should read the Service Provider/Contractor/Vendor guide and see the video in the page <https://www.mstcecommerce.com/eprchome> to familiarize themselves with the system before bidding. In case of any clarification, please contact MSTC/RBI, DoS, CO (well before the scheduled time of the e- tender).

- 2. Non-refundable transaction fee:** The vendor shall pay the non-refundable transaction fee using "**Transaction Fee Payment**" Link under "**My Menu**" in Service Provider/Contractor/Vendor login. The vendor must select the particular tender from the event dropdown box. If the transaction fee is not paid, the vendor won't get the access to online e-tender. The vendor shall have the facility of making the payment either through NEFT or **Online** mode. On selecting NEFT, vendor shall generate a challan by filling up a form and remit the transaction fee as per the details printed on the challan without modifying it. 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 Service Provider/Contractor/Vendor shall receive a system generated mail. 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.

- 3. Bidding:** The process involves Electronic Bidding for submission of Technical & Commercial Bid without any ambiguity. The vendor(s) need to submit necessary EMD and Transaction fees (If any) to be eligible to bid in the e-tender. The vendor(s) who have submitted transaction fee, can only submit their Technical Bid and Financial Bid through MSTC portal <https://www.mstcecommerce.com> → eProcurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event. Service Provider/Contractor/Vendor should allow running JAVA application. This exercise requires to be done immediately after opening of Bid floor.] Then vendor (s) would need to fill up Common terms/Commercial specification and save the same. Subsequently they would need to click on the Technical bid. If this application is not allowed to run, then Service Provider/Contractor/Vendor will not be able to save/submit the Technical bid. After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same must be filled up and then vendor should click on "save" to record their financial bid. Upon submission of both the Technical bid & Financial bid successfully, the Service Provider/Contractor/Vendor can click on the "Final submission" button to register their bid. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

**Special Note:**

- It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Hence, vendors are requested to ensure validity of their DSC (Digital Signature Certificate) before proceeding.
- During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- The e-tender floor shall remain open from the pre-announced date & time and for the said duration as mentioned above. E-tender cannot be accessed after the due date and time mentioned in NIT.
- Information about tenders /corrigendum uploaded by us shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email ID provided is valid and updated at the time of registration of vendor with MSTC.
- Tenders will be opened electronically on the specified date and time as given in the tender or as communicated by the bank.

- 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 Service Provider/Contractor/Vendor. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender
- The tender inviting authority reserves the right to cancel or reject or accept or withdraw the tender in full or part or extend, the due date of receipt of bid(s), as the case may be, without assigning any reason thereof.

#### **MSTC Contact Person**

<b>Sr No</b>	<b>Name of Person</b>	<b>Designation</b>	<b>Email ID</b>	<b>Phone Number</b>
1.	Ms. Archana Juneja	Assistant. Manager	<a href="mailto:archana@mstcindia.co.in">archana@mstcindia.co.in</a>	+919990673698

#### **RBI DoS CO IT Cell Contact person**

<b>Sr No</b>	<b>Name of Person</b>	<b>Email ID</b>	<b>Phone Number</b>
1.	Shri Sahil Sharma, Manager	<a href="mailto:sahilsharma@rbi.org.in">sahilsharma@rbi.org.in</a>	022-22150626
2.	Shri Sushant Khandelwal, Manager	<a href="mailto:sushantkhandelwal@rbi.org.in">sushantkhandelwal@rbi.org.in</a>	022-22163996

#### **B. System Requirements:**

- Windows XP-SP3 & above/Windows 7 Operating System
- IE-7 and above Internet browser.
- Signing type digital signature
- JRE 7 update 9 and above 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). The Vendor can view the system requirement and other details by visiting the link <https://www.mstcecommerce.com/eprochome/FAQ.pdf>.

## Chapter 1: Scope of the Work

### Scope of work: Department of Supervision

1. The Bank has a heterogeneous (make/model) set of Desktops (or Computers or PCs), Laptops, i-pads, Printers (Network, Laser, Ink, Jet, All-in-One (MFP), among others, both colour and monochrome), Scanners, Video Conferencing Equipment, Projectors, etc., as listed in [Annexure I Part \(a\)](#). These computer peripherals will be covered with a **comprehensive AMC/FMS contract** under which, preventive and corrective maintenance, repair/ replacement of parts and shifting of components will have to be carried by the AMC/FMS provider **at no extra cost to the bank**. The Tenderer should have the capabilities to handle AMC / FMS for all such computer systems and peripherals of all brands and to provide support for systems software/ operating systems listed in [Annexure I Part \(b\) & Part \(c\)](#). The tenderer should also have adequate technical staffs with required expertise in dealing with the following issues-

- Issues relating to Laptops, Printers, Scanners and Desktops
- User's Desktop and Laptop -Trend Micro(antivirus) related
- User's Desktop PC-AD related
- User's Desktop PC-SCCM related
- User's Desktop and Laptop- Outlook/ Email/ MS Office/ pdf related, etc
- Video Conferencing Systems support (**Cisco codec C40 and EX 90 and others**)

2. **Maintenance:** Maintenance support will have to be provided for all brands and types of computer hardware and peripherals, Operating Systems and networking (CISCO certified) platforms etc., as mentioned in [Annexure I part \(b\) and part \(c\)](#).

#### ***a) Preventive Maintenance***

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 quarter** and **failure to which will attract penalty as mentioned in point 10 of T&C**. The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, power supplies (SMPS) etc. The time for such schedules will have to be specified in advance in consultation with the officials in IT Cell, DOS CO. The scope of work under Preventive maintenance will be designed in consultation with the vendor's

representative on the lines as specified and recommended by the original manufacturer/best practices.

**b) Corrective Maintenance**

The corrective maintenance means identification of problem and its rectification which may include reloading of operating system, reloading/configuring of printer, uninstallation/installation of application software either developed in-house or developed by the 3rd party (upon the approval of DIT, CO), printer drivers, anti-virus agent, smart card reader drivers, manually update of anti-virus (in specific cases), performing manual scan and sharing the risk logs/scan logs, operating/maintaining VC System, review of IT Assets, operating/maintaining Projectors and display screens. In case of corruption of data of Hard Disk or crashing and / or damage of Hard Disk, its recovery shall be the responsibility of the vendor and vendor shall maintain the licensed data recovery software of repute and desired quality for the same. The vendor shall ensure that data is not lost while migrating data from one device to another, including files with long name/ long path. An audit trail of original data and transferred data should be maintained. Licensed software of repute and quality may be used for the same.

**3. Replacement of Defective Parts**

- i. The replacement of defective parts (*electrical/mechanical/others*) means either repair or replacement of parts at the site of installation. The vendor shall replace any worn out or defective part/component of all the IT assets under comprehensive AMC, **at no extra cost to the Bank.** All the components of the equipment shall be covered under this agreement, excluding consumable articles (cartridges, toners, laptop battery and printer head) and non-functional parts such as plastic casings and covers. Any unserviceable parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc. will be handed over to RBI and the same will be replaced with brand new parts at no extra cost to the Bank.
- ii. 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 specifications/make/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 configuration at its own cost and responsibility till the equipment/s get repaired or replaced.
- iii. *In case of systems covered under warranty which are not under the purview of AMC, the vendor is required to provide **Level 01 support.** The scope of level 01*

*support includes receiving and attending the user calls and identifying the problem. The service engineers shall escalate the service call to the concerned vendor/OEM and take up necessary follow up till the system gets repaired or replacement of equipment or any parts/ components of the equipment and keep the IT Cell officials updated regarding the progress. The onus will lie on the AMC vendor to ensure that the calls are closed.*

- iv. The vendor will provide L01 support to IT peripherals for the duration of warranty (0-3 years) and comprehensive AMC support for year 4 and year 5 for Laptops and year 4, 5 and 6 for other IT Peripherals (desktop computers, printers and scanners). The laptops and other IT peripherals will be withdrawn from circulation and AMC on completion of 5 years and 6 years respectively.**

#### **4. Shifting of Components**

The vendor shall repair/ replace parts at the various sites of the Bank (listed under **Part (d)** of [Annexure I](#)). If the fault is of serious nature and requires the support of the repair centre of the vendor and, thereby necessitating shifting of the component/s or any part, 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. The vendor shall also provide similar component/s or part/s for uninterrupted continuation of work in the Bank, till the re-installation of the component/s or part/s which were shifted for repair/replacement. Shifting can be either of the following categories:

- a) **Within Bank Premises:** The vendor should arrange for shifting of component from one division/floor to the other to carry out repair work.
- 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.
- c) **From one premises to another premises of the Bank or to other locations listed under [Annexure II](#) and vice-versa:** The vendor should provide necessary support for shifting and setting up the IT Hardware /Peripherals in any of the Bank Premises, as mentioned in the Annexure-B, or any other location of Bank's Interest/activity within the jurisdiction of this Office. In such cases, transport arrangements will be made by the Bank.

The crashed/damaged Hard Disk shall be the property of the Bank and it cannot be taken out of the premises in any case.

**5. Maintenance of Records:** The resident engineer should maintain and report (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. Physical verification of the same with the Inventory register is to be done on a half yearly basis upon advice of the IT Cell Officials.

**II. Call register** – to log all calls received from the users. 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 to IT Cell.

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

## **Scope of the Work: Legal Department**

1. The Bank has a heterogeneous (make/model) set of Desktops (or Computers or PCs), Laptops, I-Pads, Printers (Network Laser Jet, All-in-One (MFP), among others; both colour & monochrome), Scanners, etc. as listed in [Annexure I Part \(e\)](#). These computer peripherals will be covered with a **Non-Comprehensive AMC/FMS** contract under which, preventive and corrective maintenance, repair/ replacement of parts, shifting of components will have to be carried by the AMC/FMS provider **and the Cost of replacement of components, if required, will be borne by the bank.** The Tenderer should have the capabilities to handle AMC/FMS for all such computer systems and peripherals of all brands and to provide support for systems software/ operating systems listed in [Annexure I Part \(f\) & Part \(g\)](#). The tenderer should also have adequate technical staff with expertise in dealing the following issues-
  - Issues relating to Laptops, Printers, Scanners and Desktops
  - User's Desktop and Laptop -Trend Micro(antivirus) related
  - User's Desktop PC-AD related
  - User's Desktop PC-SCCM related
  - User's Desktop and Laptop- Outlook/ Email/ MS Office/ pdf related

2. **Maintenance:** Maintenance support will have to be provided for all brands and types of computer hardware and peripherals, Operating Systems and networking (CISCO certified) platforms etc. as mentioned in [Annexure I part \(f\)](#) and [part \(g\)](#)

### ***a. Preventive Maintenance***

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 quarter** and **failure to which will attract penalty as mentioned in point 10 of T&C.** The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, power supplies (SMPS) etc. The time for such schedules will have to be specified in advance in consultation with the officials of Legal Department. The scope of work under Preventive maintenance will be designed in consultation with the vendor's representative on the lines as specified and recommended by the original manufacturer/best practices.

### ***b. Corrective Maintenance***

The corrective maintenance means identification of problem and its rectification which may include reloading of operating system, reloading/configuring of printer, uninstallation/installation of application software either developed in-



house or developed by the 3rd party (upon the approval of DIT, CO), printer drivers, anti-virus agent, smart card reader drivers, manually update of anti-virus (in specific cases), performing manual scan and sharing the risk logs/scan logs, operating/maintaining VC System, review of IT Assets, operating/maintaining Projectors and display screens. In case of corruption of data of Hard Disk or crashing of Hard Disk, its recovery shall be the responsibility of the vendor and vendor shall maintain the licensed data recovery software of repute and quality for the same. The vendor shall ensure that data is not lost while migrating data from one device to another, including files with long name/ long path. An audit trail of original data and transferred data should be maintained. Licensed software of repute and quality may be used for the same.

### 3. **Replacement of Defective Parts**

- i. The replacement of defective parts (*electrical/mechanical/others*) means either repair or replacement of parts at the site of installation. The vendor shall replace any worn out or defective part/component of all the IT assets under non-comprehensive AMC/FMS. **Cost of replacement of components, if required, will be borne by the bank.** Any unserviceable parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc. will be handed over to RBI and the same will be replaced with brand new parts. **Cost of replacement of components, if required, will be borne by the bank**
  
- ii. *In case of systems covered under warranty, the vendor is required to provide **Level 01 support.** The scope of level 01 support includes receiving and attending the user calls and identifying the problem. The service engineer shall escalate the service call to the concerned vendor/OEM and take up necessary follow up till the system gets repaired or replacement of equipment or any parts/ components of the equipment and keep the IT Cell officials updated regarding the progress. The onus will lie on the vendor to ensure that the calls are closed.*

### 4. **Shifting of Components**

The vendor shall repair/ replace parts at the various sites of the Bank (listed under **Part (h)** of [Annexure I](#)). If the fault is of serious nature and requires the support of the repair centre and, thereby necessitating shifting of the component/s or any part, the vendor shall attend to shifting/ transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any). The cost of shifting of components

outside of bank premises, cost of transportation arrangements will be borne by the Bank. Shifting can be either of the following categories:

- a. **Within Bank Premises:** The vendor should arrange for shifting of component from one division/floor to the other to carry out repair work.
- b. **From one premises to another premises of the Bank or to other locations listed under [Annexure II](#) and vice-versa:** The vendor should provide necessary support for shifting and setting up the IT Hardware /Peripherals in any of the Bank Premises, as mentioned in the Annexure-B, or any other location of Bank's Interest/activity within the jurisdiction of this Office. **In such cases, transport arrangements will be made by the Bank.**

The crashed/damaged Hard Disk shall be the property of the Bank and it cannot be taken out of the premises in any case.

5. **Maintenance of Records:** The resident engineer should maintain and report (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. Physical verification of the same with the Inventory register is to be done on a half yearly basis upon advice of the IT Cell Officials.

**II. Call register** - to log all calls received from the users. 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 to IT Cell.

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

## Chapter 2: Eligibility Criteria

### A. Technical Evaluation:

Only those tenderers satisfying the following eligibility criteria shall apply. The tenderer should upload copy of documentary proof/evidence supporting each eligibility criteria along with the prescribed format of application for Technical Bid (**Form 1** with appendices 1 to 10). Duly filled, signed and stamped **Form 1** (by **authorized official** as mentioned in **point no 13 of Form 1**) should be submitted in **official letter head** of the company along with **Appendices 1 to 10**. Bids of such tenderers, who do not satisfy any one or more of the following eligibility criteria are liable to be summarily rejected.

- i. **Composition of the tenderers** - The AMC & FMS provider should be a limited company or registered partnership firm, or an LLP governed by the Limited Liability Partnership Act 2008. Tenderers should have applicable tax registrations (PAN, TAN, GSTN etc.) supported by documentary evidence.
- ii. **Past experience-** The tenderer must have minimum **5 years** of experience of successfully executing similar works (AMC / FMS of computer hardware and peripherals) **in the last 5 years** ending last day of month previous to the one of which applications are invited. Out of these 5 years, the tenderer must have at least **2 years** of experience in providing AMC & FMS services of computer hardware and peripherals to at least one Financial Institution/Bank/Government Sector/PSU. Tenderers must furnish their client list showing details of work carried out by them during the last 5 years as per [Appendix-1](#) with the copy of work orders and client certificates regarding performance as per the format of [Appendix-2](#). Performance should be **satisfactory and above** during last **5 years**. For Government/ public sector companies, the certificates should be signed by the concerned officer or higher rank along with adequate proof of payment received by the contractor. For works carried out for private companies, copy of TDS has to be submitted, if any, along with adequate proof of payment received by the contractor.
- iii. **Minimum value of each completed work:** The tenderer should have experience of having successfully completed similar works (AMC / FMS of computer hardware and peripherals) during last **5 years** ending last day of month previous to the one of which applications are invited in either of the following ways-

- a) **One similar work** costing not less than the amount equal to Rs. 16,00,000/- or,
- b) **Two similar completed works** each costing not less than the amount equal to Rs. 10,00,000/- or,
- c) **Three similar completed works** each costing not less than the amount equal to Rs. 8,00,000/-

Tenderers must furnish their client list showing details of work carried out by them during the last 5 years as per [Appendix-1](#) along with the copy of Work orders.

- iv. **Annual turnover-** The tenderer should have minimum yearly turnover of ₹5 crore from FMS/AMC services with net profit in each of the last three years (i.e. 2017-18, 2018-19 and 2019-20) supported by audited statement of accounts. Revenue/turnover from AMC/FMS business should clearly be mentioned in the financial statements.
- v. **Service setup-** The tenderer should have a full-fledged service setup/repair centre with adequate technical staff (not less than **five**) and equipment for repair work at Mumbai where from required quality services (**99%** uptime for PCs and **98%** uptime for peripherals) can be regularly provided. Details of service centres at Mumbai/Mumbai Metropolitan Region should be provided as per [Appendix-3](#). The Bank reserves the right to inspect the repair center/service setup 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.
- vi. **Qualified Engineers:** The tenderer should have adequate number of degree/diploma engineers (not less than **40**) in Mumbai with relevant expertise, certifications for dealing with the maintenance work of IT assets as mentioned in **part (a)** of [Annexure I](#). Out of these engineers, **10** engineers should at least be B.E./ B.Tech in Computer Science(CS)/Electronics & Communications Engineering(ECE)/IT or Master of Computer Application(MCA) or M.Sc.(IT) with **5 years' experience (after obtaining degree)** in providing AMC/FMS services of computer hardware and peripherals. **20** engineers should at least possess Degree/Diploma (*minimum 1-year duration*) in computer hardware/applications/networking/electronics with **3 years' experience (after obtaining diploma/degree)** in providing AMC/FMS services of computer hardware and peripherals. Details of such technical staff to be provided as per [Appendix-4](#).

The tenderer shall arrange to station at least **12 (twelve)** qualified resident

engineers (REs) including two team leaders in Department of Supervision, Central Office, premises on all working days (list of RBI, DoS, CO offices is as mentioned in [Annexure I Part \(d\)](#)). The bifurcation of deployment of these 12 REs (02 Team Leaders and 10 Resident Engineers) across different offices of DoS, CO shall be at the discretion of the Bank. Out of these 12 REs, the team leaders (02) should have a B.Tech/B.E. in Computer Science(CS)/Electronics & Communications Engineering(ECE)/IT or Master of Computer Application(MCA) or M.Sc.(IT) with **5 years' experience** (*after obtaining degree*) in providing AMC/FMS services of computer hardware and peripherals. Other REs should possess a Degree/Diploma (*minimum 1-year duration*) in computer hardware/applications/networking/electronics with **3 years' experience** (*after obtaining diploma/degree*) in providing AMC/FMS services of computer hardware and peripherals. Details of such engineers to be provided as per [Appendix-5](#)

The tenderer shall arrange to station at least **01** qualified resident engineer (RE) in Legal Department, Central Office, 5<sup>th</sup> floor, World Trade Centre premises on all working days (address of Legal Department office is as mentioned in [Annexure I Part \(h\)](#)) for providing AMC/FMS support. The resident engineer should possess at least a Degree/Diploma (*minimum 1-year duration*) in computer hardware/applications/networking/electronics with **3 years' experience** (*after obtaining diploma/degree*) in providing AMC/FMS services of computer hardware and peripherals. Details of such engineers to be provided as per [Appendix-5](#).

- vii. **ISO Certification:** The Tenderer should be ISO 20000 certified (Accreditation for IT Service Management). (Copy of certificate and the latest copy of renewal of the certification to be enclosed). The tenderer should preferably possess the ISO 27000 series certificate relating to Information Security Management Systems standards.
- viii. **Solvency-** The tenderer should furnish solvency certificate as per [Appendix-6](#) issued on or after **01/12/2020** by the Applicant's banker (*any Nationalised/Scheduled Bank*), specifically for the purpose of this AMC work for a *minimum amount equal to the estimated cost of tender*.
- ix. **Non-blacklisting:** The tenderer should not have been delisted/banned/blacklisted by any Government Department, Regulatory Authority, PSU/PSE or Banks/Financial Institution in last **4 years**. Further, the vendor should not have any insolvency case against it. Self-declaration to that effect should be submitted as per [Appendix-7](#).

- x. **Compliance to minimum wages and other statutory norms:** It is obligatory for the tenderer to obtain all the necessary registrations / code numbers for meeting out all statutory obligations. The tenderer has to submit **duly signed and stamped** (by **authorized official** as mentioned in **point no 13 of Form 1**) declaration regarding the same as per [Appendix 8](#).
- xi. **Power of Attorney:** The tenderer should furnish Power of Attorney as per [Appendix-9](#) on a non-judicial stamp paper of the appropriate value in accordance with Maharashtra Stamp Act, 1958. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory.
- xii. **EMD:** Vendor shall deposit an **Earnest Money Deposit of Rs. 60,000/- by NEFT** in our A/c No. 41869229908, IFSC No. RBIS0COD001 (5th, 9th and 10th characters are ZERO) on or before March 05, **2021 13:00 Hrs.** (Kindly mention UTR transaction detail as per the format given in [Annexure IV](#)). Bids submitted without EMD are liable to be rejected. However, all Micro and Small enterprises (as defined in the Micro, Small and Medium Enterprises Development Act 2006) are exempted from depositing EMD amount. The eligible firms claiming exemption under Micro and Small Enterprises need to submit certificate of Registration under Ministry of Micro, Small and Medium Enterprises, GOI. EMDs will be refunded within one month of completion of evaluation of bids (both technical and financial) for vendors other than the vendor selected for awarding the contract. Interest will not be paid on the EMD. In case of successful bidder, EMD amount will be refunded after the submission of 10% Performance Bank Guarantee. The successful bid, if withdrawn, will be liable for forfeiture of the EMD.
- xiii. **Undertaking & Certificate of Indemnity:** The tenderer must submit **duly signed and stamped** (by **authorized official** as mentioned in **point no 13 of Form 1**) undertaking and certificate of indemnity as per [Appendix-10](#). In the event it is not submitted by the tenderer, it will be assumed that the tenderer does not agree with the stipulated terms and conditions and hence, the bid is liable to be summarily rejected.

## **B. Price Evaluation:**

The tenderers shall upload the duly filled, signed and stamped (by **authorized official** as mentioned in **point no 13 of Form 1**) **Form 2** (Price Bid) in **official letter head** of the company quoting the cost of AMC/ FMS for individual items in the MSTC portal. *Price bids will be opened only for those tenderers who are found qualified/eligible after technical evaluation.*

- i. The period of contract shall be from **April 01, 2021 to March 31, 2022**. Therefore, the rates quoted in the price bid by the tenderers shall be for **12 months only**.
- ii. The prices must be quoted in as per the format given in **Form 2**(Price Bid). Please note that tenderer must provide model specific per unit AMC/FMS rate for each item along with Total AMC/FMS price.
- iii. **Form 2** (Price Bid) shall also contain the cost as per format of **12 resident engineers** who shall be posted at Reserve Bank of India, Department of Supervision offices and **01 resident engineer** who shall be posted at Reserve Bank of India, Legal Department as per [Annexure I](#) for providing AMC & FMS support. **The grand total of Form 2 (sum of price quoted for Department of Supervision and Legal Department combined) shall be the total tender cost.** It shall be applicable during the contract period and the renewal period.
- iv. **Invoice for Department of Supervision and Legal Department shall mandatorily be provided separately as per the price quote submitted in Form 2.**
- v. Price quoted in **Form 2** should be **exclusive of GST** and **inclusive of all other applicable taxes.**

**Bids not submitted as per the format given in Form 2 or violating any one or more of the above-mentioned criteria will summarily be rejected.**

## Chapter 3: Terms and Conditions

### 1. Interpretations

In the contract (as hereinafter defined) constructing these Clause & Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:

(a) "Employer" and "Bank" shall mean The Reserve Bank of India and shall include its assignees and successors.

(b) "Contractor" and "Vendor" in this document shall mean ..... the case of a and ..... partners in the name and partnership firm style of .....and having a place of business at ..... and shall include the partners for the time being of the said firm and the legal representatives of deceased partner(s).

In the case of "Contractor" shall mean Shri ..... Individual.....trading in the name and style of .....and shall include its heirs, successors and legal representatives.

In the case of "Contractor" shall mean .....company ..... a company incorporated under .....19..... / 20..... and having its registered office at .....and shall include his successors and assignees.

(c) "Engineer" Shall means the person appointed by the Contractor to act as Engineer for the purpose of the contract and named as such in the conditions.

(d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as mentioned in this document.

(e) "This Contract" Shall mean the Articles of Agreement, the Terms and Conditions of the Tender (part I and II) and its Annexures, the letter of acceptance of the work order, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.

(f) "Tender" means the Contractor's price offer to the Employer for the execution and completion of the works/services and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.



(g) "Letter of acceptance" means the formal acceptance of work-order and terms and conditions of the tender given by the tenderer.

(h) "Notice" or "written notice" shall mean a notice in written, typed or printed writing characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee or registered email address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(i) "Act of Insolvency" shall mean any Act of insolvency as defined by the Presidency Insolvency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(j) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(k) "The Works" Shall mean 'Annual Maintenance Contract & Facility Management Services for Computer Hardware, Software and Peripherals at various locations of RBI Department of Supervision, Central Office as provided herein.

Note: Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

2. Vendors qualified as per the Technical bids (Part- I) would be empaneled for three years with effect from **April 01, 2021**.
3. **The Reserve Bank of India does not bind itself to accept the lowest or any quotation and reserves itself the right to accept or reject any or all the quotations, either in whole or in part without assigning any reason for doing so.**

4. The period of contract shall be from **April 01, 2021 to March 31, 2022**, extendable on a yearly basis for maximum for two years, after receiving the **satisfactory performance report from IT Cell, Reserve Bank of India, Department of Supervision, Central Office, Mumbai and by written mutual consent of both parties under the same terms and conditions**. However, the rate quoted in the price bid by the tenderers shall be for 12 months only. The AMC shall be reviewed every quarter and renewed for the subsequent years subject to receipt of satisfactory feedback from users in the department. The Bank shall not consider any request in change of rates of FMS / AMC for any reason whatsoever, during the currency period of the contract. Annual increment after the initial period of contract (April 01, 2021 to March 31, 2022) on the rates shall be provided based on the indexation formula as given in the [Annexure II](#) will be applicable, subject to renewal of the contract.
5. If the services rendered by vendor are not found satisfactory, the AMC contract may not be renewed for the subsequent year and the AMC contract may be terminated by the Bank by giving due notice of 1 month and the Bank may call for fresh financial quotations from all empaneled vendors for the AMC.

However, **the Bank reserves the right to terminate the agreement any time, and impose such penal measures as deemed fit if the vendor is found to have indulged in an act of fraud/corruption/pilferage/unauthorized access to Bank's systems, violation of extant laws/regulations/rules on IT security (IT Act 2000 and the relative Rules as amended from time to time, Bank's internal guidelines on Information Security, etc.), fails grossly in carrying out any of its obligations/duties in terms of the tender and the agreement.**

6. In case, for any bona-fide reason, the vendor wants to cancel the agreement, a notice in this regard needs to be given 3 months prior to the actual cancellation.
7. Maintenance services shall be provided by the vendor at all offices of Department of Supervision, Central Office, Mumbai and Legal Department, Central Office, Mumbai and RBI residential colonies situated at different locations in Mumbai as listed in **part (d) and part (h)** of [Annexure I](#). The Bank reserves the right to add/withdraw sites to the list. The same will communicated to the vendor in writing.
8. The scope of the comprehensive AMC will be for Computer Hardware, Software and peripherals for all the items as given in **part (a) and part (b)** of [Annexure I](#) of the tender document for Department of Supervision, Central Office, Mumbai. It

may be noted that the hardware and software indicated in **part (a)** and **part (b)** respectively of **Annexure I** are only indicative and not exhaustive. The actual number and type of Hardware/Software may change as per the requirement of the Bank. In the event of addition of any more machines under the scope of the AMC/FMS, the maintenance will be carried out by the vendor for which the vendor may be eligible for claiming 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 consideration amount reduced accordingly on a pro rata basis.

The scope of the non-comprehensive AMC/FMS for Legal Department will be for Computer Hardware, Software and peripherals for all the items as given in **part (e)** and **part (f)** of **Annexure I** of the tender. It may be noted that the hardware and software indicated in **part (e)** and **part (f)** respectively of **Annexure I** are only indicative and not exhaustive. The actual number and type of Hardware/Software may change as per the requirement of the Bank. In the event of addition of any more machines under the scope of the FMS, the maintenance will be carried out by the vendor for which the vendor may be eligible for claiming 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 consideration amount reduced accordingly on a pro rata basis

9. The vendor shall provide comprehensive maintenance services which shall cover both preventive as well as corrective maintenance for all assets covered under AMC/FMS respectively for Department of Supervision and Legal Department. *At the beginning of the contract period, the AMC/FMS provider shall prepare a list of the entire assets which are covered by AMC/FMS contract and submit the same to IT cell for confirmation. Physical verification of the same is to be carried out by the vendor on a half yearly basis on the advice of IT Cell officials.*
10. If preventive maintenance schedule of equipment is not adhered to, a **penalty of ₹200/- for peripherals, ₹500/- for each PC/ Laptop per day may be imposed**, at the discretion of the Bank and the same shall be deducted from the dues of AMC & FMS subject to a cap of **₹1500/- for peripherals and ₹2000/- for PCs/laptops per complaint.**

#### **11. Liquidated Damage:**

- a) A **downtime register** shall be maintained for all equipment covered under AMC/FMS. The vendor shall record therein each incident of equipment

malfunction, date/ time of commencement of downtime and successful completion of the repair/ maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity carried out shall also be recorded.

- b) All the necessary spares are required to be maintained by vendor to ensure **99% uptime of each PC and 98% uptime of each peripheral** covered under the AMC. If during any quarter the vendor does not maintain the required uptime of the equipment, the Bank without prejudice to its other remedies under the contract, shall deduct from the contract price, **as penalty, a sum equivalent to 10 percent of quarterly AMC/FMS charges of the item for each and every calendar day of downtime** and the same shall be deducted from the dues of AMC & FMS payable to the vendor for that quarter subject to a cap of **50 percent of quarterly AMC/FMS charges of the item**. The Bank at its discretion may also terminate the contract without referring the matter further to the vendor in the event of excessive downtime observed.

*(Note: The spare parts and accessories should be of reputed brands such as Microsoft, HCL, IBM, Samsung, Sony, Logitech, Seagate etc. matching the brand of the system that is under AMC/ FMS. Other spares and local accessories are strictly prohibited)*

- c) **In case of inordinate delay beyond 05 working days from the day of downtime, the repair of the hardware may be taken up by the Bank with the concerned OEM directly. Cost of repair of the same shall be deducted from the payment amount of the vendor for the concerned quarter.** Date of initiation of the service request/complaint shall be considered for coverage of AMC period (In case of any delay in repair due to unforeseen reasons from either of the party, if the hardware moves out of AMC coverage period, the same would still be repaired by the vendor at no extra cost to the bank).

- d) **Uptime of hardware/system software will be calculated using the following formula:**

*Uptime of hardware/system software = ((coverage hours - downtime)/coverage hours) \*100 where*

*Coverage Hours = (Uptime commitment per day) \* (No. of committed days per Quarter)*

*Uptime Commitment per day = Hardware and System Software Maintenance Support Time per day (working hours/day)*

No. of committed days per Quarter = Number of working days of the Bank during the quarter.

Down time will be counted from the time of reporting the maintenance call by the Bank to the company till the resolution of the problem/operationalization of the hardware/ system software.

Down time of 24 hours or less will be taken as one day for calculation of liquidated damage.

The vendor shall ensure that the malfunctioning hardware, accessories, operating systems, systems software (if any) is rectified within two hours of complaint lodged by the Bank. If the vendor won't be able to rectify the same by the stipulated time, the vendor shall provide, at their own cost, requisite hardware/ software to ensure business continuity.

12. The vendor shall manage the call management system and ensure that all minor/major service calls are logged, and call ticket generated. The vendor will provide a Monthly Call Analysis report & Quarterly MIS to IT Cell. A **penalty of ₹ 200/- per day** may be imposed by the Bank on the vendor for **non-rectification of minor complaints within 24 hours and will be deducted from subsequent quarterly payment**.
13. The vendor shall be responsible for updating of security patches, antivirus patches on operating systems which should be done immediately upon their release by the Central IT Infrastructure Team after taking due permission from IT officials.
14. The Bank has automatic updating systems. However, the vendor shall be responsible for checking/ ensuring updating of anti-virus files/ windows updates/ MS Office updates/ Cisco updates/ other relevant updates on all servers and PCs covered under the AMC/FMS. At times, it may be required to update the systems manually by running the latest patches either readily available on the Centralized server or by contacting the respective support team.
15. The vendor shall extend necessary assistance in shifting and reinstallation of equipment covered under the AMC/FMS.

**16. Resource Profile:**

- a) The vendor shall arrange to station at least **12 qualified resident engineers (REs) including two team leaders for comprehensive AMC/FMS Services in**

**the DoS, CO Office premises on all working days and 01 qualified resident engineer at Legal Department, Central Office for AMC/ FMS Services on all working days.** 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 Computer hardware and its Peripherals, standard OS software, Microsoft Office, Internet Browsers (viz. IE, Chrome etc.), Lotus Notes or Microsoft Exchange, Anti-virus, Firewall and network protection etc.

- b) Out of these 12 REs to be posted in the Department of Supervision, the team leaders (02) should have a B. Tech / B.E. in Computer Science (CS) / Electronics & Communications Engineering(ECE)/IT or Master of Computer Application(MCA) or M.Sc.(IT) with **5 years' experience** (*after obtaining degree*) in providing AMC/FMS services of computer hardware and peripherals. The team leaders will be responsible for the decisions that need to be taken on time-to-time basis, for organizing, planning, directing, coordinating and following up the overall activities for the location. He should also have good communication skill, positive attitude and technical understanding. Other REs should possess a Degree/Diploma (*minimum 1-year duration*) in computer hardware/applications/networking/electronics with **3 years' experience** (*after obtaining diploma/degree*) in providing AMC/FMS services of computer hardware and peripherals. The tenderer, upon acceptance of the offer for AMC/FMS is required to provide certified introductory letters with photographs for the service personnel. Original Certificates of qualification of service personnel and team leaders of the company are required to be produced for verification.

The one resident engineer to be posted in Legal Department should possess a Degree/Diploma (*minimum 1-year duration*) in computer hardware/applications/networking/electronics with **3 years' experience** (*after obtaining diploma/degree*) in providing AMC/FMS services of computer hardware and peripherals.

- c) The Resident Engineers should not be changed at frequent intervals and shall be deployed at least for a **minimum period of 1 year**. Upon changing resource personnel, the vendor is required to give sufficient notice of at least one month with satisfactory reasons to the Bank. The frequent rotation/turnover of the resident engineers is not acceptable and may be considered adversely during review/renewal of the contract.
- d) The personnel deployed to render services shall be appropriately skilled, trained and would be subjected to an assessment process undertaken by the Bank

before their deployment. *In case the Bank is not satisfied with the resident engineers provided by the vendor, RBI will have the right to ask for change of engineers at any point in time without assigning any reasons thereof 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. **In case of non-compliance, suitable penalty will be levied on the vendor.** Competency/efficiency/qualification of Resident Engineers shall not be compromised at any cost. Performance of the REs will also be assessed during critical meetings hosted/attended by Bank. The vendor is also required to keep similarly trained backup personnel who are likely to be posted at our site in the absence of the regular resident engineers.*

- e) The engineers posted should be on the regular pay rolls of the company/firm. In case of agreed number of resident engineers not being deployed on any working day of the bank, **the penalty of Rs 500 (including all taxes) per engineer per day** will be deducted from the subsequent quarterly payment of vendor's bill. **On continued deployment of lesser number of engineers than agreed beyond 3 days, a penalty of Rs 1500 per engineer per day for the complete duration of absence would be deducted from the subsequent quarterly payment of vendor's bill.**
- f) The normal working hours will be from **9.30 AM to 6.30 PM** on all working days. The timing for engineers may be fixed in **shifts from 9:00 AM to 8.00 PM** depending on the requirement of the bank. The resident engineers shall report to Manager, IT Cell for World Trade Centre office premises and nodal officers of other office premises on all working days during office hours. Under special circumstances such as Annual Closing of books of accounts, critical meetings of executives etc. the working hours and working days shall vary as per the situation. REs shall provide uninterrupted services as per the requirement of the bank during disaster management (including but not limited to major breakdown of systems), Business Continuity and system maintenance/upgrade/repair exercises without reference to working day/hours till the exercise gets over and normal situation is gained back. *In case of an unforeseeable emergency situation, the vendor shall deploy at least one RE to RBI, Department of Supervision within one hour of intimation of the incident.*
- g) All Resident Engineers shall keep their ID Card (issued by company) with themselves during duty hours. Further, they are also required to use the card, issued by the Bank within the Bank's premises during the duty hours.

**h)** The Resident Engineers at Bank's location/s will be governed by the codes and ethics of the workplace and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. The bio-data with police verification report along with photographs of the engineers should be submitted to IT Cell at the time of award of the tender.

**17.** Indicative list of acts and omissions for which fines can be imposed

- i. Willful insubordination or disobedience, whether alone or in combination with other
- ii. Theft, fraud or dishonesty in connection with the Contractors beside a business or property of Reserve Bank of India
- iii. Taking or giving bribes or any illegal gratifications
- iv. Habitual late attendance
- v. Drunkenness fighting, riotous or disorderly or indifferent behavior
- vi. Habitual negligence
- vii. Habitual indiscipline
- viii. Smoking near or around the area where combustible or other materials are locked
- ix. Causing damage to work in the progress or to property of the Reserve Bank of India or of the Contractor
- x. Sleeping on duty
- xi. Malingering or slowing down work
- xii. Giving of false information regarding name, age father's name etc.
- xiii. Unauthorized use of employer's property for manufacturing or making of unauthorized articles at the work place
- xiv. Making false complaints and/or misleading statements
- xv. Engaging on trade within the premises of the establishments
- xvi. Any unauthorized divulgence of business affairs of the employees
- xvii. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer
- xviii. Holding meeting inside the premises without previous sanction of the employers
- xix. Threatening or intimidating any workman or employer during the working hours within the premises

**18.** The vendor shall maintain an onsite inventory of Laptop, spare parts for PCs & Laptops, printers, etc. so as to ensure business continuity in the case of any malfunction of the equipment's in Department of Supervision, Central Office which should include at least the following:



- i. **Two branded i5 / i7 laptops, 8GB RAM with Windows 10 Operating System**
- ii. **CD-ROM / Combo Drives - 5**
- iii. **Hard disk - 5**
- iv. **DDR3 RAM-5**
- v. **USB Keyboard / Mouse Set - 10 (each)**
- vi. **SMPS - 10**

**19. Performance Bank Guarantee:**

- a) The successful tenderer must furnish the **Performance Bank Guarantee (PBG)** issued by a scheduled bank as per the format given in [Annexure III](#) for 10% of AMC/ FMS contract value along with the contract after the award of the contract at least one week prior to the start of contract period. *The EMD of such tenderer will be returned on receipt of PBG.* Failure on the part of successful tenderer to submit the Performance Bank Guarantee on or before the mentioned time or to sign the Contract shall constitute sufficient grounds for the termination of the award, forfeiture of the EMD and blacklisting of such tenderer.
- b) The PBG shall be valid for one month beyond the expiry of contract period. The PBG shall be released without interest after one (01) month 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.

**20.** The Bank (Department of Supervision and Legal Department) shall release quarterly payments towards the maintenance charges after the expiry of each quarter, after obtaining certificate of satisfactory performance from the user departments of the Bank and also on submission of **preventive maintenance certificates** duly signed by IT Officials of the Bank for the quarter gone by.

**21.** 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 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.

**22.** The vendor shall not outsource/sub-contract the AMC/ FMS to any organization, person, firm or its franchisee without the prior approval of the Bank. If, at any

time, it comes to the notice of the Bank that such sub-letting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.

**23.** The AMC/FMS provider shall pay all the taxes, duties and levies, if any, required to be paid. The consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes (exclusive GST) payable by the AMC/FMS provider. Bank will pass on the applicable GST amount to the vendor during payments for onward payment to GOI. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.

**24.** Upon being selected as the successful tenderer, and being awarded the contract of AMC/FMS, the tenderer is expected to 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.

**25. Non-disclosure agreement:** 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 described in the AMC/FMS and to release it only to employees requiring such information for the purpose of performing obligations arising out of the AMC/FMS and not to any other party. 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 satisfied. The Contractor 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 Employer. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason The Contractor shall indemnify the Employer for any loss suffered by the Employer 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 Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

**26. Integrity pact:** Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.

27. The Vendor / Agency shall be solely responsible for full compliance with the provisions of “**the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013**”. In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed 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. 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. 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. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

**28. Insurance & Indemnity:**

- i. The vendor shall at all times hold RBI harmless and indemnified from/ against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against RBI, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Bank any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which RBI may now or at any time have relative to the work or the vendor’s obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the vendor or damage to property resulting from or arising out

- of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the vendor shall reimburse RBI or pay to RBI forthwith on demand without protest and demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against RBI arising out of or incidental to or in connection with the operation covered by the contract until the virtual completion of the contract. The vendor shall at his own cost at RBI's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting RBI.
- ii. Without limiting any of his other obligations or liabilities, the vendor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertake to indemnify and keep RBI indemnified from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that RBI may suffer or incur with respect to and/or incidental to the same. The vendor shall, at his own expense, effect and maintain till issue of virtual completion certificate under this contract, with an insurance company approved by RBI, Department of Supervision, Central Office, an **All Risks Policy** for insurance for the full amount of the contract including earthquake risk in the joint names of RBI, Department of Supervision, Central Office and the vendor( the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors. The vendor shall have to furnish originals and/or attested copies of such policies of insurance taken before completion of work.
- iii. The **minimum limit** of the coverage under the policy shall be **Rs.2 lakhs** for any one accident or occurrence and **Rs.5 lakhs** in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Employee's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. In default of the Contractor insuring

as provided above, *the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.*

- iv. Whenever any claim, which may not be covered by the insurance policies referred to above, against the vendor for the payment of a sum or money arises out of or under the contract, Competent Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the vendor under this or any other contract with RBI. Should this sum be not sufficient to cover the full amount recoverable, the vendor shall pay to Competent Authority on demand the balance remaining due.

**29. Compliance of minimum wages act and other statutory laws:**

- i. The Vendor shall ensure compliance to all the applicable obligations arising under the Employee's Compensation Act 1923, Industrial Disputes Act 1947, Minimum Wages Act 1948, Employee State Insurance Act 1948, PF Act 1952, Payment of Bonus Act 1965, Contract Labour (Regulation & Abolition) Act 1970 and other labour laws prevailing in the country and the State of Maharashtra and as revised from time to time. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.
- ii. The selected service provider will be solely responsible for adherence of all respective labour laws as applicable (including minimum wages) and the Bank will not be responsible for the same. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the Vendor to the Engineers deputed by it to the Bank.
- iii. 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. 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.

**30.Arbitration:** The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation or 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 Mumbai only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.

**31.**In case the issues between the Bank and the Contractor are not resolved by Arbitration and either the Bank or the contractor decides to file a legal suit the same shall be filed only in courts of the jurisdiction of **Mumbai**.

## Chapter 4: Submission of Bids

1. Separate technical and price/financial bids should be submitted at <https://www.mstcecommerce.com/eprhome/rbi/> by **13:00 Hrs. of March 05, 2021**. Technical & Financial bids will be opened as per the time schedule given in the Schedule of Tender (SOT) or the date will be informed separately.
2. Duly filled, signed and stamped (by **authorized official** as mentioned in **point no 13 of Form 1**) **Technical Bid** should be submitted as per **Form 1** in **official letter head** of the company along with [appendices 1 to 10](#).
3. Duly filled, signed and stamped (by **authorized official** as mentioned in **point no 13 of Form 1**) **Price/Financial Bid** should be submitted as per the format given in **Form 2** in **official letter head** of the company. Price quoted in **Form 2** should be **exclusive of GST** and **inclusive of all other applicable taxes**. No terms and conditions should be stipulated in the Price/Financial bid, which is meant only for the bids of offer price/ rate. Any terms and conditions indicated in deviation from the above would be ignored by the Bank.
4. The validity of the Price/Financial bid should be for a minimum of 3 months from the date of closure of tender. **The validity of the offer should be indicated in the Technical Bid.**

Summary of Forms and documents to be uploaded on MSTC portal is provided below:

Sr. No.	Particulars	Name of Document/ Form
1	Duly filled, signed and stamped Technical Bid	<b>Form 1</b> along with relevant documentary evidence
2	List of major customers/ clients in last 5 years and details of work carried out	<a href="#">Appendix-1</a> along with relevant documentary evidence
3	Clients' certificate regarding performance	<a href="#">Appendix-2</a>
4	Details of the Service Centres and technical staff at Mumbai	<a href="#">Appendix-3</a>

5	Details of qualified engineers at Mumbai	<a href="#">Appendix-4</a>
6	Details of Resident Engineers to be posted in RBI, Department of Supervision, CO, Mumbai and Legal Department, CO, Mumbai	<a href="#">Appendix-5</a> along with relevant documentary evidence
7	Form of bankers' certificate / solvency from a scheduled bank	Solvency certificate as per the format given in <a href="#">Appendix-6</a>
8	Declaration/Undertaking Regarding Non-Blacklisting & Solvency	<a href="#">Appendix-7</a>
9	Declaration/Undertaking Regarding Compliance of all statutory laws	<a href="#">Appendix-8</a>
10	Power of Attorney format for Authorised Signatory	<a href="#">Appendix-9</a>
11	Undertaking / Certificate of Indemnity	<a href="#">Appendix-10</a>
12	UTR Transaction Details for EMDS	<a href="#">Annexure-IV</a>
13	Duly filled, signed and stamped Price Bid	<b>Form 2</b>

**Note:** While submitting the bids the tenderer should remember the following points:

- i. Each [Appendix \(1 to 10\)](#), Annexure should be uploaded separately along with Form 1 and not in one combined pdf. Each file should be given *proper name* viz. Form 1, [Appendix 1](#), [Appendix 2](#) etc.
- ii. Scanned Copy(it should be properly legible) of all the required documentary evidence(as mentioned in Form 1 and appendices) with *proper names* (for example, PO, ISO, GST registration etc.) shall be uploaded by the vendors along with technical bid on <https://www.mstcecommerce.com/eprchome/rbi/> **failing which the bidders shall be declared technically disqualified.**
- iii. Each page of the technical and price/financial bid should be signed by authorized signatory and stamped with the company seal.
- iv. Incomplete bids or bids not submitted as per the instructions given or bids submitted after due date and time are liable to be rejected.



## Chapter 5: Evaluation of Bids and Award of Contract

- a) First stage will be the evaluation of the Technical bids and determining responsiveness and completeness to the pre-qualification and eligibility criteria (as defined in Chapter 2 of the tender document). Bids of such tenderers, who do not satisfy any one or more of the mentioned eligibility criteria are liable to be summarily rejected. Any clarification/rectification in case of deviations in the technical bids at this stage, will be called for in writing by letter/email. The failure to submit the same within the specified time limit will result in rejection of the bid.
- b) The Bank may obtain reports on past performance of the tenderer from his clients. The Bank may evaluate the said reports before opening of the Part II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part I of the tender. The Bank is not bound to assign any reason for doing so.
- c) After the technical evaluation has been completed, the eligible vendors will be **empaneled** by the Bank for a period of three years with effect from April 01, 2021. After empanelment, the financial bids of only qualified vendors (through technical evaluation) will then be opened for purpose of price/financial bids evaluation. If any tenderer is found either not to submit financial bid in the given format or violating any one or more of the given criteria for submission of financial bid or both, 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. Where there is a discrepancy between the amounts in figure and in words, **the amount in words shall govern**. The tenderer who qualifies the technical evaluation and is valid **L1** in financial bid (sum of quoted cost for Legal Department and Department of Supervision combined) shall be awarded the tender work.

## Annexure I: Details of Computer hardware and peripherals

### Department of Supervision, Comprehensive AMC/FMS

#### Part (a) Details of Computer Hardware & Peripherals

Sl. No.	Item Description	Brand & Model	Under Comprehensive AMC*	Under FMS/Warranty	Grand Total
1	Regular PCs	Dell Optiplex 5060	0	13	13
		DELL Optiplex 7020 SFF	28	0	28
		Dell OptiPlex 7040	10	0	10
		HP EliteDesk 800 G1	3	0	3
		HP EliteDesk 800 G2	17	0	17
		HP EliteOne 800 G2	2	0	2
		HP Pro 600SFF G3	17	30	47
		HP ProDesk 600 G4	0	24	24
		Lenovo M800 Desktop (ThinkCentre)	9	0	9
		Lenovo M910 SFF	0	9	9
		Lenovo M920s (Desktop) ThinkCentre	0	35	35
		M800 Desktop (ThinkCentre)	20	0	20
		M910s Desktop (ThinkCentre)	25	20	45
		M920s (Desktop) ThinkCentre	0	106	106
		M93p Desktop (ThinkCentre)	44	0	44
		Other PCs	1	0	1
<b>Total</b>			<b>176</b>	<b>237</b>	<b>413</b>
2	AIO PCs	Dell Optiplex 7440 AIO XCTO	13	0	13
		Dell OptiPlex 7480 All In One	0	9	9
		HP 800 G2 AIO	2	0	2
		HP EliteOne 800 G2 AIO	1	6	7
		M920z AIO (ThinkCentre)	0	6	6
		HP EliteOne 800 G4 AIO	0	1	1
		Lenovo M920s (Desktop) ThinkCentre AIO	0	1	1
		Dell OptiPlex 7460 AIO	0	1	1
		Dell OptiPlex 7470 AIO	0	8	8
		HP EliteOne 800 G3 AIO	0	1	1

		<b>Total</b>	<b>16</b>	<b>33</b>	<b>49</b>
3	Printers	Canon LBP712cx Laser	2	0	2
		Canon MB 5170 Color inkjet	0	13	13
		Canon Pixima TS	1	0	1
		Epson Ink Tank L130 Printer	1	0	1
		HP Color LaserJet Enterprise M552dn	3	0	3
		HP Color LaserJet Pro MFP M181fw	0	6	6
		HP Color LaserJet Pro MFP M477fdw	0	10	10
		HP Color LaserJet Pro MFP M479dw	0	11	11
		HP Colour Laserjet M552DN	1	0	1
		HP DeskJet GT 5821	0	1	1
		HP DeskJet IA5075 AIO	0	1	1
		HP LaserJet 1015 Printer	1	0	1
		HP Laserjet M203dW	2	0	2
		HP LaserJet MFP M436n	1	0	1
		HP LaserJet Pro M403dn	3	0	3
		HP LaserJet Pro MFP M226dn	21	0	21
		HP LaserJet Pro MFP M226dw	43	44	87
		HP OfficeJet Pro 8720	1	3	4
		HP OfficeJet Pro 9020	0	3	3
		HP Pagemwide MFP 577DW Printer	0	1	1
HP Printer	17	0	17		
Other printers	0	2	2		
		<b>Total</b>	<b>97</b>	<b>95</b>	<b>192</b>
4	Scanners	HP Scanjet 8270 Document Flatbed Scanner	2	0	2
		HP SCANJET PRO 2000	0	2	2
		HP ScanJet Pro 4500	4	4	8
		HPSJ Ent 7000S3	0	3	3
		<b>Total</b>	<b>6</b>	<b>9</b>	<b>15</b>
5	Laptops/ i-Pads	Apple ipad Pro	0	6	6
		Apple MacBook Pro	0	4	4
		Dell Inspiron 7577	0	1	1

		Dell laptop	1	0	1
		Dell Latitude 3400	0	18	18
		Dell Latitude 3410	0	74	74
		Dell Latitude 3490	0	12	12
		DELL LATITUDE 5270	12	0	12
		Dell Latitude 5400	0	8	8
		Dell Latitude 7200 2-in-1	0	9	9
		Dell Latitude 7490	0	4	4
		Dell Vostro 3401	0	25	25
		HP Elitebook Laptop	0	1	1
		HP 240 G7	0	16	16
		HP Elite x2 1012 G1	4	0	4
		HP Elite x2 1012 G2	0	5	5
		HP Elite x2 G4 Tablet	0	2	2
		HP EliteBook 820 G4	0	1	1
		HP EliteBook 840 G5	0	2	2
		HP EliteBook 840 G6	0	8	8
		HP EliteBook X2 1013 2-in-1	0	4	4
		HP lapotp	1	1	2
		HP ProBook 430 G3	28	0	28
		HP ProBook 430 G4	23	2	25
		HP ProBook 430 G5	0	18	18
		HP ProBook 440 G5	0	67	67
		HP ProBook 440 G5	0	3	3
		HP ProBook 440 G6	0	34	34
		HP Probook G4	7	0	7
		Lenovo ThinkPad L490	0	17	17
		MS Surface Book 2	0	6	6
		MS Surface Laptop	0	1	1
		MS Surface Pro	0	22	22
		other laptops	1	1	2
		<b>Total</b>	<b>77</b>	<b>372</b>	<b>449</b>
6	Projector	Sony Projector	<b>01</b>	<b>0</b>	<b>1</b>
		<b>Total</b>	<b>01</b>	<b>0</b>	<b>1</b>
7		<b>Total</b>	<b>373</b>	<b>746</b>	<b>1119</b>

**\*IT peripherals mentioned in the AMC field fall under the age group of 3-5 years for laptops and 3-6 years for other IT peripherals. Laptops completing 5 years and other IT peripherals (desktops, printers and scanners) completing 6 years would be withdrawn from circulation as per the extant internal guidelines and would not be covered under AMC.**

**Part (b) Details of Computer Software**

S.No.	Item Description
1	Adobe reader
2	Kritika Phonetic
3	Akruti Vistaar
4	Microsoft Office 365 including Outlook
5	Trend Micro Apex Security
6	Hindi Indic -2
7	Microsoft Hindi
8	eToken PKI Client
9	Google Chrome
10	Cisco any connect Secure Mobility Client
11	Printer software
12	Scanner software
13	Microsoft Endpoint Configuration Manager (SCCM Client)
14	Enterprise vault software

**Part (c) TECHNICAL SUPPORT FOR OPERATING SYSTEMS**

1	Windows Operating Systems (Windows 8, Windows 10 and above)
2	Apple operating system (Mac OS)

**Part (d) List of Properties of the Bank where AMC services will have to be provided**

1.	Reserve Bank of India, Department of Supervision, Centre 01, World Trade Centre, Cuffe Parade, Mumbai, Maharashtra - 400005
2.	Reserve Bank of India, Department of Supervision, Mumbai Central West, Opposite Railway Station, Mumbai, Maharashtra - 400008
3.	Reserve Bank of India, Department of Supervision, C7 C8 & C9, Bandra Kurla Complex, E Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra - 400051
4.	Reserve Bank of India Staff Colonies in Mumbai Region

*\*The properties mentioned above are indicative only and are subject to addition or deletion.*

**Legal Department, Non-Comprehensive AMC/ FMS**

**Part (e) Details of Computer Hardware & Peripherals**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Model/ Brand</b>	<b>Under Non-Comprehensive AMC</b>	<b>Under Warranty</b>	<b>Grand Total</b>
1	<b>Regular PCs</b>	Lenovo M91 Series ThinkCentre	03	00	03
		Lenovo M93P Series ThinkCentre	09	00	09
		Lenovo desktop TC M920	00	25	25
		HP 600 G2 SFF	06	00	06
		HP ProDesk 600 G4 BuisnessPC	00	08	08
<b>Total</b>			<b>18</b>	<b>33</b>	<b>51</b>
2	<b>AIO PCs</b>				
		HP ELITE ONE 800G3 AIO PC	00	07	07
		Lenovo Desktop IC AIO 520:	00	01	01
		HP 800 G2 AIO	00	01	01
		HP 800 AIO PC	00	05	05
		HP Elite One 800 G1	01	00	01
<b>Total</b>			<b>01</b>	<b>14</b>	<b>15</b>
3	<b>Printers</b>	Samsung	02	00	02
		Epson PO Printer DMP	02	00	02
		HP M1536DNFMFP Printer	07	00	07
		Printer HP Laser ProM401D	06	00	06
		Printer HP Laser HP M226DN	01	00	01
		HP LaserJet M226DW	06	00	06
		Canon MB5170 Multifunctional AIO	14	00	14

		HP Color LaserJet Pro MFP M477fdw	00	09	09
		HP LaserJet Pro MFP M479dw	00	05	05
		HP Inkjet Printer	01	00	01
<b>Total</b>			<b>39</b>	<b>14</b>	<b>53</b>
4	<b>Scanner s</b>	Epson	01	00	01
		HP Scanjet Enterprise FlowN9120	00	02	02
		Scan Snap SV600 FUJITSU	01	00	01
<b>Total</b>			<b>02</b>	<b>02</b>	<b>04</b>
5	<b>Laptops / i-Pads</b>	Apple iPad Pro-11 inch Wi-Fi &Cellular	00	02	02
		HP Elite Book X21012	05	00	05
		HP Elite Book 840G5	00	14	14
		Microsoft Surface Pro	00	04	04
		HP Pavilion	01	00	01
		Dell Latitude 3410	00	14	14
		Dell Vostro	00	07	07
		Apple iPad Pro-11 inch Wi-Fi &Cellular	00	01	01
		Apple iPad Pro-12.4 inch Wi-Fi &Cellular	00	01	01
	HP 10 <sup>th</sup> Gen CI5 4GB	00	01	01	
<b>Total</b>			<b>06</b>	<b>44</b>	<b>50</b>
<b>Grand Total</b>			<b>66</b>	<b>107</b>	<b>173</b>

#### **Part (f) Details of Computer Software**

<b>S.No.</b>	<b>Item Description</b>
1	Adobe reader
2	Microsoft Office 365 including Outlook
3	Trend Micro Apex Security
4	Hindi Indic -2
5	Microsoft Hindi

6	eToken PKI Client
7	Google Chrome
8	Cisco any connect Secure Mobility Client
9	Printer software
10	Scanner software
11	Microsoft Endpoint Configuration Manager (SCCM Client)
12	Enterprise vault software
13	WinZip
14	WinRar

**Part (g) TECHNICAL SUPPORT FOR OPERATING SYSTEMS**

1	Windows Operating Systems (Windows 8, Windows 10 and above)
2	Apple operating system (Mac OS)

**Part (h) List of Properties of the Bank where AMC/FMS services will have to be provided**

1.	Reserve Bank of India, Legal Department, Centre 01, World Trade Centre, Cuffe Parade, Mumbai, Maharashtra - 400005
2.	Reserve Bank of India Staff Colonies in Mumbai Region



## Annexure II: Indexation formula

### **Indexation formula for calculating the FMS Contract /AMC cost for subsequent years:**

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

#### **AMC Charges**

$$A = B \times \{15 + 85 \times (\text{CPIc}/\text{CPIp})\} \times 1/100$$

where

A = The AMC/FMS Charges for the current year.

B = The AMC/FMS for the previous year.

**CPIc** = Consumer Price Index (Statistical Data for Labour Bureau Website, GOI), generally based on index 6 months prior to the commencement date of contract for the current year.

**CPIp** = Consumer Price Index (Statistical Data for Labour Bureau Website, GOI), generally based on index 6 months prior to the commencement date of contract for the previous year.

Source for Indices:

- WPI: from the Office of Economic Advisor, GoI
- CPI: from the Labour Bureau, GoI

## Annexure III: Proforma Bank Guarantee

### **Proforma of Bank Guarantee for Security Deposit**

(To be submitted on Non-judicial stamp paper of appropriate value in accordance with Stamp Duty Act. The stamp paper should be purchased in the name of the issuing bank)

**No.** .....

**Date** .....

To:

The Chief General Manager In-Charge  
Department of Supervision, Central Office  
IT Cell  
Reserve Bank of India  
Mumbai - 400005

Dear Sir/Madam,

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

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_ INR(\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the said Contract and in the event of the Vendor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_ ( INR\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Vendor.

2. Notwithstanding anything to the contrary, your decision as to whether the Vendor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period of the said Contract and after the vendor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED AND DELIVERED

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

For & on behalf of  
(Banker's Name & Seal)  
BRANCH MANAGER  
(Banker's Seal)  
Address .....

## Annexure IV: EMD UTR Transaction details

### UTR Transaction Details for EMDS

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

**\*Note:** Firms claiming exemption under Micro and Small enterprises (as defined in the Micro, Small and Medium Enterprises Development Act 2006) need to submit certificate of Registration under Ministry of Micro, Small and Medium Enterprises, GOI.

## PART I – TECHNICAL BID (Form 1)

Form 1-Technical Bid Form (with Appendices 1 to 10)

(All response to be typed/filled with legible handwriting and submitted on the Letter Head of the Company/Firm of Bidder. The form should be complete in all aspects failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

Sr No	Particulars	Response			Documents to be submitted
1.	i. Registered Name of the company ii. Date of Incorporation iii. Registration number iv. Registered Address v. <b>Legal form</b> of organization vi. Name and address of Parent company, if any				Copy of Certificate of Incorporation and Articles of Association of the firm in case of company/LLP Agreement in case of LLP
2.	<b>Financials:</b>	2017-18	2018-19	2019-20	<b>Name of documentary proof required</b>
a)	<b>Annual Turnover</b>  i. Total  ii. Of which from AMC/FMS services:				Extracts from Audited/Certified financial statements and Balance Sheets for last three financial years of the participating company/firm; or Certificate from Chartered Accountant and authorized signatory
b)	<b>Net Profit</b>  i. Total				Extracts from Audited/Certified financial statements and Balance Sheets for last three

	ii. Of which from AMC/FMS services:				financial years of the participating company/firm; or Certificate from Chartered Accountant and authorized signatory
Sr No	Particulars	Response			Name of documentary proof required
3.	<b>Past Experience:</b> i. Total no of years of experience of providing AMC / FMS of computer hardware and peripherals: ii. Whether the vendor has provided AMC / FMS services of computer hardware and peripherals in each of the last 5 years (ending last day of month previous to the one of which applications are invited)? iii. No. of years of experience of providing AMC/FMS services to at least one Financial Institution/Bank/Government Sector/PSU during the last 5 years iv. <b>Value</b> of each completed work during last 5 years	<u>1.</u> <u>2.</u> <u>3.</u> <u>4.</u> <u>5.</u>			Last 5 years' client list to be attached as per <a href="#">Appendix-1</a>
5.	i) No. of service set ups/repair centers at Mumbai: ii) No. of technical staff at the service centres:				Declaration by authorized signatory of the company as per <a href="#">Appendix-3</a>
6.	No. of qualified Engineers in Mumbai:				Declaration by authorized signatory of the company as per <a href="#">Appendix-4</a>

7.	Whether all the required details of qualified Engineers who will be posted in RBI, DoS, CO, Mumbai and RBI, Legal Department, CO, Mumbai in case contract is awarded is provided?		Declaration by authorized signatory of the company as per <a href="#">Appendix-5</a>
8.	Whether the tenderer has <b>valid</b> ISO 20000 certification in IT service management?		Copy of valid ISO 20000 certificate.
9.	The tenderer deemed solvent up to the amount:		Solvency Certificate issued by any Nationalised/Schedule Bank; as per the format given in <a href="#">Appendix-6</a>
10.	i) Whether, the Vendor has been banned/delisted by any Government/ Regulatory Authority/ Financial Institution/ etc. in last 04 years?  ii) Whether, the Vendor has any Insolvency case pending against it?		Declaration by authorized signatory of the company as per <a href="#">Appendix-7</a>
11.	<b>Tax registration details of the tenderer:</b>  i. TAN Number  ii. GSTIN Number  iii. PAN Number		i) Copy of TAN  ii) Copy of GST registration certificate with proof of return submission in the last three quarters  iii) Copy of PAN with proof of submission of IT returns for last three financial years (2017-18, 2018-19 and 2019-20)



12.	<b>Statutory Compliance of the tenderer:</b>  <b>i.</b> Compliance to Minimum Wages Act, 1948 of Central Government, ESI Act, 1948, PF Act, 1952, Bonus Act, 1965 Registration under Contract Labour Act, 1970 or any other labour laws prevailing in the country and as revised from time to time.		Declaration by authorized signatory of the company as per <a href="#">Appendix-8</a>
13.	Name and Designation of the authorized official responding to this tender  Contact telephone and E-mail address		Power of Attorney (duly signed and stamped) as per <a href="#">Appendix-9</a>
14.	Whether all Terms & Conditions of the tender are accepted to the tenderer?		Undertaking/Certificate of Indemnity (duly signed and stamped by authorized signatory) as per <a href="#">Appendix-10</a>
15.	Whether the vendor has deposited the EMD amount? If exempted, then what documentary proof has been submitted?		UTR Transaction Details as per <a href="#">Annexure IV</a> . For exempted parties certificate of registration under Ministry of MSME.

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-1: major clients' list in last 5 years

### List of major customers/ clients in last 5 years and details of work carried out:

(To be typed/filled with legible handwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

**Please Note:** Following *documentary evidence for each client must be attached:*

- i. Copy of PO/Work order,
- ii. Client certificate as per [Appendix-2](#),
- iii. proof of payments,
- iv. copy of TDS (for works carried out in private companies),
- v. any other relevant document

Sr. No.	Name & complete postal address of the customer	Type of Client – Bank/ FI, Govt. body/PSU, Reputed Private companies	Nature of work undertaken	Contract Amount/Value of the work executed	Date of start and finish of the work
1					
2					
3					
4					
5					

**Please enclose additional sheet (if required)**

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-2: Client's certificate regarding performance

### CLIENT's CERTIFICATE REG. PERFORMANCE OF AMC & FMS SERVICES PROVIDER

**Please Note:** *To be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank for Government/ public sector companies*

#### **Details of AMC & FMS support provided by M/s-----**

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

	b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
	c) Mobilization of adequate Technical support	Outstanding/Very Good/Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/Good/Satisfactory/poor

Signature:

Name:

Designation:

Date:

## Appendix-3: Details of technical staff & service centres at Mumbai

### *Details of the Service Centres & Technical Staff at Mumbai*

(To be typed/filled with legible handwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

<b>Sr. No.</b>	<b>Name and Address of Service centers at Mumbai</b>	<b>Since when Service center is operational</b>	<b>Nature of work carried out</b>	<b>No of technical staff at the service centres at Mumbai for doing the repairing/ servicing work</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-4: Details of qualified engineers at Mumbai

### ***Details of qualified engineers at Mumbai***

(To be typed/filled with legible handwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

**Please Note:** i) *Bio-data or any other documentary evidence need not to be attached*

<b>Sr. No.</b>	<b>Name of the Engineer</b>	<b>Date of joining the Firm</b>	<b>Qualification B.Tech/B.E./MCA/M.Sc. (IT)/Diploma Pl. mention area of specialization (CS/ECE/IT etc.)</b>	<b>No. of years of AMC/FMS work experience after obtaining degree/diploma</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				

<b>11</b>				
<b>12</b>				
<b>13</b>				
<b>14</b>				
<b>15</b>				
<b>16</b>				
<b>17</b>				
<b>18</b>				
<b>19</b>				
<b>20</b>				
<b>21</b>				
<b>22</b>				
<b>23</b>				
<b>24</b>				
<b>25</b>				
<b>26</b>				
<b>27</b>				

28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				

**Please enclose additional sheet (if required)**

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal



## Appendix-5: Details of engineers to be posted at Bank

### ***Details of Resident Engineers to be posted in RBI, DoS, CO, Mumbai and Legal Department, CO:***

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

**Please Note:** i) *Full bio-data of the Resident Engineers (duly signed by the concerned RE) to be enclosed separately.*

ii) *Documentary evidence for each item from (a) to (d) must be attached.*

### **Department of Supervision, Central Office, Mumbai**

Sl. No.	Name	One Govt. Identification Number (PAN/AADHAR/Passport/Ration Card/Election Id Card/DL) (a)	Date of joining the Firm (b)	Technical Qualification B.Tech/B.E./MCA/M.S c. (IT)/Diploma Pl. mention area of specialization (CS/ECE/IT etc.) (c)	No. of years of AMC/FMS work experience after obtaining degree/diploma (d)	Name of the documentary Proof Submitted For each item (a-d)
1						
2						
3						
4						
5						
6						

7						
8						
9						
10						
11						
12						
<b>Legal Department, Central Office, Mumbai</b>						
01						

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-6: Format of Solvency Certificate

### **FORMAT OF BANKERS' CERTIFICATE/INSOLVENCY FROM A SCHEDULED BANK**

*Must be issued on or after 01/12/2020*

This is to certify that to the best of our knowledge and information M/s./Shri..... having registered address .....is a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees .....).

It is clarified that this information is furnished without any guarantee or responsibility on part of the Bank or any of its officials.

(Signature)  
For the Bank

Date:  
Place:

#### **Note:**

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

## Appendix-7: Declaration regarding non-block listing

### **Declaration/Undertaking Regarding Non-Blacklisting & Solvency**

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

We M/s ----- participating in the bid, hereby certify and confirm that we have not been disqualified/blacklisted/de-paneled/barred by any Central/State Government Dept/Public Sector Financial Institutions in India including RBI during last 4 years starting from December, 2016 till last date of submission of this tender.

We further confirm that we do not have any insolvency case pending against us as on date of submission of this tender.

Dated at -----this-----day of -----2021.

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-8: Declaration regarding compliance of all statutory laws

### **Declaration/Undertaking Regarding Compliance of all statutory laws**

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

We M/s ----- participating in the bid, hereby furnish the self-declaration/undertaking that:

1. Our establishment is registered under Contract Labour(R&A) Act, 1970 and my/our establishment shall comply with all provisions of Contract Labour (R&A) 1970 and rules made thereafter including the conditions of licence, administrative order/s and advisories, if any issued by the Govt. from time to time.
2. Every worker deployed/shall be deployed by our establishment, is being/shall be paid not less than the minimum rates of wages fixed for their categories of employment from time to time by the Central Government under the Minimum Wages Act, 1948 including overtime/weekly off, etc. and the same is/shall be paid through the account payee cheque/ECS/Bank Transfer.
3. We shall ensure that every eligible worker is/shall be covered under the provisions of ESI and EPF Acts and the statutory deductions are deposited in timely manner.
4. We shall ensure that every eligible worker is/shall be paid bonus under the provisions of Bonus Act, 1965.
5. We shall not deploy any minor/child/bonded labour and shall comply with the provisions of the respective legislations.

Verification as under: -

- i. That the above declarations and information furnished by us are correct to the best of my/our knowledge and belief and nothing has been concealed in any manner whatsoever.
- ii. If any information/undertaking furnished by us is found to be incorrect/ false, in that event I shall be liable for the penal action as provided under the provision of Contract Labour (R&A) Act, 1970, IPC and other relevant laws.
- iii. We shall be personally liable and responsible for all acts of omission and commission.

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal

## Appendix-9: Power of Attorney format

### POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory)

**Tender No:** ----- **Dated:** .....

Know all men by these present, we.....(*Name and address of the registered office*) of the Single Business Entity /Lead Member do hereby constitute, appoint and authorize Mr./Ms.....(*Name and residential address*) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the AMC/FMS work including signing and submission of all documents and providing information/ responses to RBI, DoS, CO, Mumbai, representing us in all matters, dealing with RBI, DoS, CO, Mumbai in all matters in connection with our bid for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. .... day of ..... 2021 Place:

For and behalf of M/s \_\_\_\_\_

1. Executant  
(Person authorized to sign Power of Attorney for and on behalf of the Applicant Tenderer)

Name:

Designation:

Signature.....

2. Attorney Holder  
"I hereby accept all the powers"

Name:

Designation:

Signature.....

Common Seal of Company

Name and Designation of Witness:

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Note:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



## Appendix-10: Undertaking / Certificate of Indemnity

### **Undertaking / Certificate of Indemnity**

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

The Chief General Manager In-Charge  
Reserve Bank of India  
Department of Supervision, Central Office,  
IT Cell  
Centre 01, World Trade Centre,  
Cuffe Parade, Mumbai -400005.

Dear Sir,

**Sub: Annual Maintenance Contract for Computer Hardware and Peripherals of the Reserve Bank of India, Department of Supervision, Central Office, Mumbai**

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

2. We also agree that our tender will remain valid for acceptance by the bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money deposited during the entire period of validity of tender.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your

successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

4. We warrant that the repair and maintenance service/products to be sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify 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 the terms and conditions mentioned in this document.

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

6. The Tender is submitted in two separate parts on MSTC portal. Part I (Technical Bid) contains all terms and conditions and technical particulars, but price has not been indicated anywhere in any manner, and Part II (Price Bid) contains only the price bid in the Bank's proforma. We hereby certify that no terms and conditions have been stipulated by us in the Price Bid.

Dated this \_\_\_ day of \_\_\_ 2021

For and behalf of M/s \_\_\_\_\_

(Signature with Seal)

Name:

Designation:

Date:

Place:

Witnesses:

(1) Signature with name  
Address & date

(2) Signature with name  
Address & date

## PART II - PRICE/FINANCIAL BID (Form 2)

### **Form 2-Price Bid Form**

(All response to be typed/filled with legible handwriting and submitted on the Letter Head of the Company/Firm of Bidder. The form should be complete in all aspects failing which the offer of Bidder is liable to be summarily rejected)

**Tender No:** ----- **Dated:** .....

NAME OF THE VENDOR / FIRM:

ADDRESS:

**Note:** Price quoted below should be *exclusive of GST and inclusive of all other applicable taxes.*

**a. Comprehensive AMC/FMS rate for Computer Hardware, Software and Peripherals for Department of Supervision**

(Pl. note that tenderer must provide model specific per unit AMC/FMS rate for each item along with Total AMC/FMS price. Those bids which contain only total AMC/FMS price will summarily be rejected)

Sl. No.	Item Description	Brand & Model	No. of units under Comprehensive AMC (A)	Per unit Comprehensive AMC rate (in Rs.) (B)	Total Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total AMC & FMS amount (G= C + F)
1	Regular PCs	Dell Optiplex 5060	0			13			
		DELL Optiplex 7020 SFF	28			0			
		Dell OptiPlex 7040	10			0			
		HP EliteDesk 800 G1	3			0			
		HP EliteDesk 800 G2	17			0			
		HP EliteOne 800 G2	2			0			

		HP Pro 600SFF G3	17			30			
		HP ProDesk 600 G4	0			24			
		Lenovo M800 Desktop (ThinkCentre)	9			0			
		Lenovo M910 SFF	0			9			
		Lenovo M920s (Desktop) ThinkCentre	0			35			
		M800 Desktop (ThinkCentre)	20			0			
		M910s Desktop (ThinkCentre)	25			20			
		M920s (Desktop) ThinkCentre	0			106			
		M93p Desktop (ThinkCentre)	44			0			
		Other PCs	1			0			
<b>Total</b>			<b>176</b>			<b>237</b>			
Sl. No.	Item Description	Brand & Model	No. of units under Comprehensive AMC (A)	Per unit Comprehensive AMC rate (in Rs.) (B)	Total Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total AMC & FMS Price (G= C + F)
2	AIO PCs	Dell Optiplex 7440 AIO XCTO	13			0			
		Dell OptiPlex 7480 All In One	0			9			
		HP 800 G2 AIO	2			0			
		HP EliteOne 800 G2 AIO	1			6			
		M920z AIO (ThinkCentre)	0			6			
		HP EliteOne 800 G4 AIO	0			1			

		Lenovo M920s (Desktop) ThinkCentre AIO	0			1			
		Dell OptiPlex 7460 AIO	0			1			
		Dell OptiPlex 7470 AIO	0			8			
		HP EliteOne 800 G3 AIO	0			1			
<b>Total</b>			<b>16</b>			<b>33</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Brand &amp; Model</b>	<b>No. of units under Comprehensive AMC (A)</b>	<b>Per unit Comprehensive AMC rate (in Rs.) (B)</b>	<b>Total Comprehensive AMC amount (C = A * B)</b>	<b>No. of units under FMS (Warranty) (D)</b>	<b>Per unit FMS rate (in Rs.) (E)</b>	<b>Total FMS amount (F = D * E)</b>	<b>Total AMC &amp; FMS Price (G= C + F)</b>
3	Printers	Canon LBP712cx Laser	2			0			
		Canon MB 5170 Color inkjet	0			13			
		Canon Pixima TS	1			0			
		Epson Ink Tank L130 Printer	1			0			
		HP Color LaserJet Enterprise M552dn	3			0			
		HP Color LaserJet Pro MFP M181fw	0			6			
		HP Color LaserJet Pro MFP M477fdw	0			10			
		HP Color LaserJet Pro MFP M479dw	0			11			
		HP Colour Laserjet M552DN	1			0			
		HP DeskJet GT 5821	0			1			
		HP DeskJet IA5075 AIO	0			1			
		HP LaserJet 1015 Printer	1			0			
		HP Laserjet M203dW	2			0			
HP LaserJet MFP M436n	1			0					

		HP LaserJet Pro M403dn	3			0			
		HP LaserJet Pro MFP M226dn	21			0			
		HP LaserJet Pro MFP M226dw	43			44			
		HP OfficeJet Pro 8720	1			3			
		HP OfficeJet Pro 9020	0			3			
		HP PageWide MFP 577DW Printer	0			1			
		HP Printer	17			0			
		Other printers	0			2			
<b>Total</b>			<b>97</b>			<b>95</b>			
Sl. No.	Item Description	Brand & Model	No. of units under Comprehensive AMC (A)	Per unit Comprehensive AMC rate (in Rs.) (B)	Total Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total AMC & FMS Price (G= C + F)
4	Scanners	HP Scanjet 8270 Document Flatbed Scanner	2			0			
		HP SCANJET PRO 2000	0			2			
		HP ScanJet Pro 4500	4			4			
		HPSJ Ent 7000S3	0						
<b>Total</b>			<b>6</b>			<b>9</b>			
Sl. No.	Item Description	Brand & Model	No. of units under Comprehensive AMC (A)	Per unit Comprehensive AMC rate (in Rs.) (B)	Total Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total AMC & FMS Price (G= C + F)

5	Laptops/ i-Pads	Apple ipad Pro	0			6		
		Apple MacBook Pro	0			4		
		Dell Inspiron 7577	0			1		
		Dell laptop	1			0		
		Dell Latitude 3400	0			18		
		Dell Latitude 3410	0			74		
		Dell Latitude 3490	0			12		
		DELL LATITUDE 5270	12			0		
		Dell Latitude 5400	0			8		
		Dell Latitude 7200 2-in-1	0			9		
		Dell Latitude 7490	0			4		
		Dell Vostro 3401	0			25		
		HP Elitebook Laptop	0			1		
		HP 240 G7	0			16		
		HP Elite x2 1012 G1	4			0		
		HP Elite x2 1012 G2	0			5		
		HP Elite x2 G4 Tablet	0			2		
		HP EliteBook 820 G4	0			1		
		HP EliteBook 840 G5	0			2		
		HP EliteBook 840 G6	0			8		
		HP EliteBook X2 1013 2-in-1	0			4		
		HP lapotp	1			1		
		HP ProBook 430 G3	28			0		
		HP ProBook 430 G4	23			2		
		HP ProBook 430 G5	0			18		
		HP ProBook 440 G5	0			67		
		HP ProBook 440 G5	0			3		
		HP ProBook 440 G6	0			34		
		HP Probook G4	7			0		
		Lenovo ThinkPad L490	0			17		
MS Surface Book 2	0			6				

		MS Surface Laptop	0			1			
		MS Surface Pro	0			22			
		other laptops	1			1			
<b>Total</b>			<b>77</b>			<b>372</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Brand &amp; Model</b>	<b>No. of units under Comprehensive AMC (A)</b>	<b>Per unit Comprehensive AMC rate (in Rs.) (B)</b>	<b>Total Comprehensive AMC amount (C = A * B)</b>	<b>No. of units under FMS (Warranty) (D)</b>	<b>Per unit FMS rate (in Rs.) (E)</b>	<b>Total FMS amount (F = D * E)</b>	<b>Total AMC &amp; FMS Price (G = C + F)</b>
6	Projector	Sony Projector	01			0			
<b>Total</b>			<b>01</b>			<b>0</b>			
7	<b>Total</b>		<b>373</b>			<b>746</b>			
						<b>Per Unit Cost of Engineers</b> ( In compliance with payment of minimum wages as notified by the Central Government/State Government (whichever is higher) from time to time and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc.)	<b>Total No.</b>	<b>Total Cost of Engineers</b>	
8	Total annual cost for 12 REs <b>excluding GST</b>						<b>12</b>		
<b>Grand Total (7+8) (excluding GST) Rs.</b>									



**b. Non-Comprehensive AMC/FMS rate for Computer Hardware, Software and Peripherals for Legal Department**

(Pl. note that tenderer must provide model specific per unit (Non-Comprehensive) AMC/FMS rate for each item along with Total AMC/FMS price. Those bids which contain only total AMC/FMS price will summarily be rejected)

Sl. No.	Item Description	Brand & Model	No. of units under AMC (A)	Per unit Non-Comprehensive AMC rate (in Rs.) (B)	Total Non-Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total FMS amount (G = C + F)
1	Regular PCs	Lenovo	12			25			
		HP	6			8			
<b>Total</b>			<b>18</b>			<b>33</b>			
Sl. No.	Item Description	Brand & Model	No. of units under AMC (A)	Per unit Non-Comprehensive AMC rate (in Rs.) (B)	Total Non-Comprehensive AMC amount (C = A * B)	No. of units under FMS (Warranty) (D)	Per unit FMS rate (in Rs.) (E)	Total FMS amount (F = D * E)	Total AMC & FMS Price (G = C + F)
2	AIO PCs	HP Eliteone 800	1			13			
		Lenovo AIO 520	0			01			
<b>Total</b>			<b>1</b>			<b>14</b>			
3	Printers	Samsung	02			0			
		Epson PO Printer DMP	02			0			

		HP M1536DNFMFP Printer	07			0			
		Printer HP Laser ProM401D	06			0			
		Printer HP Laser HP M226DN	01			0			
		HP LaserJet M226DW	06			0			
		Canon MB5170 Multifunctional AIO	14			0			
		HP Color LaserJet Pro MFP M477fdw	0			09			
		HP LaserJet Pro MFP M479dw	0			05			
		HP Inkjet Printer	01			0			
<b>Total</b>			<b>39</b>			<b>14</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Brand &amp; Model</b>	<b>No. of units under AMC (A)</b>	<b>Per unit Non-Comprehensive AMC rate (in Rs.) (B)</b>	<b>Total Non-Comprehensive AMC amount (C = A * B)</b>	<b>No. of units under FMS (Warranty) (D)</b>	<b>Per unit FMS rate (in Rs.) (E)</b>	<b>Total FMS amount (F = D * E)</b>	<b>Total AMC &amp; FMS Price (G = C + F)</b>
4	Scanners	Epson	01			0			
		HP Scanjet Enterprise FlowN9120	0			02			
		Scan Snap SV600 FUJITSU	01			0			
<b>Total</b>			<b>02</b>			<b>02</b>			
5	Laptops/	Apple iPad Pro-11 inch	0			02			

	i-Pads	Wi-Fi &Cellular						
		HP Elite Book X21012	05			0		
		HP Elite Book 840G5	0			14		
		Microsoft Surface Pro	0			04		
		HP Pavilion	01			0		
		Dell Latitude 3410	0			14		
		Dell Vostro	0			07		
		Apple iPad Pro-11 inch Wi-Fi &Cellular	0			01		
		Apple iPad Pro-12.4 inch Wi-Fi &Cellular	0			01		
HP 10 <sup>th</sup> Gen CI5 4GB	0			01				
<b>Total</b>		<b>06</b>			<b>44</b>			
<b>6</b>	<b>Total</b>	<b>66</b>			<b>107</b>			
					<b>Per Unit Cost of Engineers</b> (In compliance with payment of minimum wages as notified by the Central Government/State Government (whichever is higher) from time to time and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc.)	<b>Total No.</b>	<b>Total Cost of Engineers</b>	
7	Total annual cost for 1 REs <b>excluding GST</b>					<b>1</b>		
<b>Grand Total (6+7) (excluding GST) Rs.</b>								

**Grand total for AMC/FMS for Department of Supervision and Legal Department combined in numerals:**

**Total Cost to the Bank (a+b) (Department of Supervision + Legal Department): (exclusive of GST)**  
..... **(Amount in words) for Annual Maintenance Contract (AMC) & Facility Management Services (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Department Of Supervision, Central Office, Mumbai and Legal Department, Central Office, Mumbai.**

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal