



**Information Technology Cell  
Reserve Bank of India  
Shimla**

**NOTICE INVITING TENDER (NIT)**

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

Reserve Bank of India, Shimla (hereinafter called “the Bank”), invites tender / application forms in sealed cover under Two-Bid system (Technical Bid (Part-I) & Financial Bid (Part-II)) from vendors who are engaged in providing Maintenance services for Computer Hardware, Software and Peripherals, subject to terms and conditions. The contract will be valid for period **1st September 2022 to 31st March 2023** extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide. The Tender (Part-I & Part-II) shall be submitted on or before 05.00 PM on **August 16, 2022**.

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

a. Name of Work	Facility Management Service & Annual Maintenance Contract for Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and Peripherals at Reserve Bank of India, Shimla and its locations.
b. Mode of Tender	<b>Offline</b> Part I - Technical Bid and Part II – Financial Bid
c. Date of NIT available to parties to download	<b>July 22, 2022 (10:00 AM)</b>
d. Pre-Bid meeting	<b>Venue - Conference Room, Reserve Bank of India, Shimla</b> <b>July 29, 2022 (11:00 AM)</b>
e. Estimated cost of work	<b>Rs.4.20</b> lakh inclusive of GST (as applicable) <b>Per annum</b>
f. Earnest Money Deposit	<b>Rs.8,400.00</b> (Rupees Eight Thousand Four Hundred only) (2% of the estimated cost) to be deposited through NEFT in favour of Reserve Bank of India, Shimla. Details of account, IFSC etc. are as given in Section VII.
g. Performance Bank guarantee	10% of Contract Value
h. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	August 16, 2022 (05:00 PM)

i. Date of Starting of Tender for submission of Technical Bid and Financial Bid.	July 22, 2022 (10:00 AM)
j. Date of closing of tender for submission of Technical Bid and Financial Bid.	August 16, 2022 (05:00 PM)
k. Date & time of opening of Part-I-Technical Bid. ..... Date & time of opening of Part-II – Financial Bid	August 18, 2022 (11:00 AM) ..... At a later date after opening of Part I as intimated by the Bank in respect of only those contractors/bidders who satisfy all criteria stipulated in Part-I

Any corrigendum will be issued only on RBI Website ([www.rbi.org.in](http://www.rbi.org.in))

Regional Director  
Reserve Bank of India, Shimla  
Date:

## DISCLAIMER

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

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

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

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## Section II

### Important instructions regarding the Tender

This is a tendering event of Reserve Bank of India, Shimla. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting the tender.

#### **Process of Tender:**

- a) The tender document along with the terms and conditions can be downloaded from the Tender section of the Bank's website [https://www.rbi.org.in/Scripts/BS\\_ViewTenders.aspx](https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx) or may be collected from Reserve Bank of India, Department of Information and Technology, Main Market, Kasumpti Shimla, Himachal Pradesh-171009 on all working days (Monday to Friday) from 10:00 AM to 05:30 PM.
- b) The Tender shall be prepared and submitted in two separate sealed envelopes in two parts, clearly indicating on the covers "**Part I – Technical Bid**" and "**Part II - Financial Bid**" respectively. Both these sealed envelopes shall be put in another sealed envelope super scribing "**Tender for Facility Management Service & Annual Maintenance Contract for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla.**" and addressed to The Regional Director, Reserve Bank of India, Main Market, Kasumpti, Shimla, Himachal Pradesh-171009 or may be dropped in the tender box kept in the Reserve Bank of India, Shimla Office. **Tenders / Application Form sent through Fax or E-mail will not be accepted.** Tenders received after the due date and time (including tender submitted by courier) will not be accepted under any circumstances. The full name, postal address, e-mail address and telefax / telephone number of the Tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the signature of the Tenderer. All copies of the Tenders / Application Form should be complete in all respects with all attachments / enclosures. Incomplete forms or without proper documentary evidence, etc. (as desired above) will be out rightly rejected by the Reserve Bank.
- c) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the tender will be entertained.

- d) The tenderers should submit their proposal, as per the instructions regarding tender, along with all supporting documents complete in all respects to satisfy the Bank about the eligibility as specified in Technical Bid and Financial Bid of the tender document on or before **August 16, 2022 @ 05:00PM** In case the said eligibility criteria are not fulfilled, the tender will be rejected.
- e) Tenderers shall submit tender proposal along with refundable EMD of **Rs.8,400/- (Rupees Eight Thousand Four Hundred only)**, complete in all respect as per the prescribed format. However, at any time prior to the last date for receipt of tender, the Bank may, for any reason, whether on its own or in response to a clarification requested by a prospective tenderer, may modify the tender document by an amendment. The amendment so made will be only notified in the Bank's website <https://www.rbi.org.in>. Only and shall be binding on the prospective tenderers. In order to provide the prospective tenderers with reasonable time to take the amendments if any, into account in preparing their bids, the Bank may at its discretion, extend the last date of submission of the tender.
- f) The tenderer should regularly check the Bank's website for any amendment / corrigendum / clarification regarding the tender. No tender can be modified subsequent to the last date of submission of the tender. No tender can be withdrawn in the time period between the last date for submission of tender and the expiry of the tender validity period as specified in the tender document. Withdrawal of the tender during the said interval shall result in forfeiture of the EMD submitted by the tenderer. **The Part-I (Technical Bid) of the tender will be opened on August 18, 2022 @ 11:00 AM** In the event of the opening of Part-I (Technical Bid) being declared a holiday, the same will be opened on next working day at 11:00 AM.
- g) The Financial Bid of only those tenderers will be opened who are found eligible in the technical bid evaluation. The date of the opening of Financial Bid will be intimated to eligible tenderers.
- h) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and to reject any tender without assigning any reason thereof.**
- i) No deviation to the technical and financial terms & conditions are allowed.

Regional Director  
Information Technology Cell  
Reserve Bank of India  
Shimla – 171009

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

Regional Director  
Information Technology Cell  
Reserve Bank of India  
Shimla – 171009

Dear Sir,

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

**MEMORANDUM**

(a)	Description of works	Facility Management Service & Annual Maintenance Contract for Desktop Computers, Software, Scanners, Printers, Laptops, Projectors and Peripherals at Reserve Bank of India Shimla and its Locations.
(b)	Estimated cost of work	₹4.20 Lakh inclusive of GST (as applicable) per annum
(c)	Earnest Money Deposit (EMD)	₹8,400.00 (Rupees Eight Thousand Four Hundred only) deposited through NEFT in favour of: Beneficiary Name: <b>RBI SHIMLA</b> A/c: <b>186003001</b> IFSC: <b>RBIS0SMPA01</b> (where '0' represents zero) on or before the date given in NIT. Remarks : <b>DITSHIMLA-AMC-FMS - EMD</b>
(d)	Contract Period	The contract will be valid for period - <b>1st September 2022 to 31st March 2023</b> extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide.
(e)	Performance Bank guarantee	10 % of Contract Value

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

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part- II (Financial Bid) tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Security Deposit, valid for one month beyond the period of AMC.
4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.
5. The Tender is in two parts, Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

Regional Director  
Information Technology Cell  
Reserve Bank of India  
Shimla – 171009



## Section IV

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

Separate Technical and Financial Bid are invited from entities which are engaged in providing maintenance services for computer hardware, software and peripherals. The contract will be valid for period **1<sup>st</sup> September 2022 to 31<sup>st</sup> March, 2023** and may be renewed further for two years or other periods as RBI may decide. **The tenders shall be submitted on or before 05:00 AM on August 16, 2022.** The estimated cost of the work is approximately **Rs 4.20** lakhs per annum.

#### **General Instructions**

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

2. **Details of Computer Hardware, Software and Peripherals** are given in Section VI. The list is indicative and not exhaustive. Bidder has to note that the number of items may vary during the contract period.

3. **Nature of Work:** Onsite Facility Management Service & Annual Maintenance Contract of Computer Hardware of heterogeneous makes/models, Computer systems, Laptops, Printers, Scanners, projectors etc. and Computer Operating Systems & Software.

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

<b>SN</b>	<b>Address</b>	<b>Hereinafter referred to as</b>
01	Reserve Bank of India, Main Office Building, Shimla	MOB
02	Reserve Bank of India Holiday Home, Shimla	HH
03	Regional Director's Residence	RD's Residence

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

Working Days	Timing	Location–applies
Weekdays	09.30 AM to 05.30 PM/ Till closing of Bank (whichever is later)	MOB/ HH/ RD's Residence
Saturdays (except 2nd & 4th)		

5. **Bid Security (Earnest Money Deposit):** Amount of ₹8,400.00 (Rupees Eight Thousand Four Hundred only) to be deposited through NEFT as per details furnished in Section VII.

6. **Period of the Contract: September 01, 2022 to March 31, 2023**, extendable on a yearly basis for a maximum of two more years subject to satisfactory performance. It shall be open to either party to terminate this agreement any time during its currency by giving at least three months' notice to the other party in writing.

Tender in prescribed form shall be submitted in two parts [Technical Bid (Part-I) & Financial Bid (Part-II) in sealed envelope.

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

- a) Form of Tender (Section III)
- b) The terms and conditions as mentioned in Section V.
- c) Duly filled in profile of the company/firm ([Annexure – I](#))
- d) Details of Resident Engineer proposed to be posted in RBI ([Annexure – II](#))
- e) List of AMCs and FMS's performed by the Vendor ([Annexure – III](#))
- f) Client's certificate regarding performance of FMS/AMC service provider [[Annexure-III\(A\)](#)]
- g) Certificate of indemnity ([Annexure-IV](#))
- h) Bankers certificate ([Annexure – V](#))
- i) Tenderer's additional information, if any
- j) General Acceptance of Terms & Conditions for Maintenance of Computer Hardware / Software and peripherals at RBI, Shimla ([Annexure VI](#))
- k) Proforma of Bank Guarantee for Security Deposit ([Annexure VII](#))
- l) Earnest Money Deposit of ₹8,400.00 (Rupees Eight Thousand Four Hundred only) through NEFT. Details of account, IFSC etc. are as given in Section VII.

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

No deviation will be allowed in the Financial Bid, which is meant only for the quotation of offer price/rate. The format of Financial Bid (Part-II) is given in [Annexure VIII](#) for information. The offer should be valid for 90 days from the date of opening of Financial Bid (Part-II) of the tender.

8. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from their clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Technical Bid /Financial Bid of the tender. The Bank is not bound to assign any reason for doing so.

9. This tender can be downloaded from the Tenders section of the Reserve Bank of India website (<http://www.rbi.org.in> > Tenders). The downloaded documents along with all the information/documents, as required (Part-I & Part-II) will have to be submitted up to **05:00 P.M on August 16, 2022** only, for the Bank's examination.

10. The Technical Bid (Part-I) will be opened at **11:00 AM on August 18, 2022**. After scrutiny of Technical Bid, only those firms, who fulfil the terms and conditions of Technical Bid, will be eligible for participating in the Financial Bid. The Financial Bid (Part-II) shall be opened on a subsequently announced date. The successful bidder will have to sign the final agreement within 15 days from the opening of the Financial Bid. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regard will be entertained.

Regional Director  
Information Technology Cell  
Reserve Bank of India  
Shimla – 171009

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

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

**Composition of the tenderer** - The tenderer should be a proprietorship firm, limited company or registered partnership firm. Particulars of the firms and their bankers are required to be submitted as per [Annexure I](#) and [V](#).

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

1) **Service Setup** - The Company should have a service setup available in Shimla/ Solan/ Chandigarh (Tri-city).

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

2) **Duration of past experience**- The firm/tenderer must have experience of successfully undertaking similar works during last 5 years ending March 31, 2022. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Start Date and End Date of the work, etc. The applicant should submit documentary evidence in support of minimum experience of 5 years.

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

(a)	At least 1 (one) work costing not less than 80% of estimated cost
<b>OR</b>	
(b)	At least 2 (two) work costing not less than 50% of estimated cost
<b>OR</b>	
(c)	At least 3 (three) work costing not less than 40% of estimated cost

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

The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished as per [Annexure – III](#)

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

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

4) **Yearly Turnover** - Minimum yearly turnover of not less than ₹5 lakhs for each of the last three financial years i.e. 2019-20, 2020-21 and 2021-22. In case, the return for the year 2021-22 are not filed, the return for the year 2018-19 may be submitted along with provisional returns for the year 2021-22.

**Documents to be submitted** - copies of *Income Tax returns and Audited Financial Statements for the last three years* i.e. 2019-20, 2020-21 and 2021-22.

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

#### **Other general Terms & Conditions-**

1. Tenderers to submit copies of applicable tax registrations, viz., PAN, TIN, GST etc.
2. Apart from service setup as mentioned in the eligibility criteria, the tenderers should preferably have an all India presence.
3. The Tenderer should have the capabilities to handle AMC / FMS for all brands and makes of computer systems and peripherals. The tenderer should be able to provide AMC for all hardware items and support for Operating Systems / Systems Software listed in Section VI (Part I). It may please be noted that the list of items in Section VI is indicative. **The number/make of computer systems and peripherals may undergo a change subject to the same being added / deleted from the inventory of the Bank at the time of the commencement and also during the period of the contract.**
4. The Tenderer should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in Section - VI, so as to ensure that priority support level from OEM will be available to tenderer for problem resolution.
5. The tenderer should have adequate number of technically qualified engineers to be posted at Shimla with **B.Tech./B.E./B.Sc/Diploma in Computer Science/IT/Electronics/ Computer hardware/ Applications/ Networking** for dealing with issues relating to Networking, Windows server (2003 and above) Operating systems, Antivirus software, Microsoft Office 2013, Linux, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) among others. The vendor shall arrange **one qualified resident engineer (RE)** to be posted in the Bank's premises. **The number of resident engineers may be increased or decreased by the Bank based on the requirement.**

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

6. The tenderer should have a Service/Repair Centre **at Shimla / Solan / Chandigarh (Tri-city) etc.** with adequate technical staff and equipment for repair work so as to ensure at least 99.5% uptime for servers, 99% uptime for PCs and 98% uptime for peripherals. The Bank reserves the right to inspect the Repair Centre and satisfy itself about the quality and reliability of

service that can be rendered by the tenderer before opening the concerned tenderer's Part-II Bid.

7. The tenderer should provide the bio-data and information of technically qualified engineer likely to be posted as resident engineers at our location, as per [Annex II](#).
- 8. The Bank reserves rights to demand replacement of engineers posted in case the competency, behavior/skills were not found at desired level. The decision of the Bank in this regard shall be final.**
9. The tenderer must convey its acceptance of all terms & conditions and provide indemnity certificate as per [Annex IV](#).
10. The tenderer shall deposit an Earnest Money Deposit of **₹8,400/-** as specified in NIT (Section I (g)) through NEFT, which will be refunded to unsuccessful tenderers. Further, **the EMD of the successful vendor shall be refunded after obtaining Performance Bank Guarantee. As a security for due fulfilment of the terms and conditions and obligations of the service contract, the successful tenderer shall furnish a Performance Bank Guarantee of 10% of the value of AMC, valid for one month beyond the period of AMC. The Bank Guarantee will be renewed for a further period upon renewal of the contract for the work, by the Bank.**
11. The EMD furnished by the successful tenderer at the time of submission will be returned on submission of the Bank Guarantee towards security as stated above. Interest will not be paid on the EMD/ Performance Bank Guarantee (PBG). Bids submitted without EMD will be rejected.
12. The tenderer shall submit Banker's Certificate from a Scheduled Commercial Bank as per given format in [Annex V](#).

Note:-

- a) The tenderer must provide documentary evidence in the respect of all the above mentioned eligibility criteria.
- b) All the supporting documents should be duly stamped and signed by authorized signatory.

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

1. The Technical Bid should be submitted in the prescribed format only. One bid should be submitted in respect of all the items indicated in the list. Bidder/agency should not insert any conditions in the bids.
2. The scope of coverage of the FMS and AMC will be for the computer hardware, software and peripherals for all the items listed in Section VI of the Tender Notice. Technical support for software listed in Section VI must also be provided. The FMS /AMC will not be awarded in parts. The rate quoted should also cover the maintenance of operating system, software, installation, configuration of application/ packages (connection of computer/laptop to projector for presentation etc.) etc. The tenderer has to provide support for the IT inventory under warranty which inter-alia includes providing all support services other than parts replacement, logging of calls, follow up with OEMs etc. The tenderer should factor in the cost of support within the AMC value. No further outsourcing / subletting of

contract would be allowed in any manner. The resident engineers are required to be on the pay roll of the company as regular employment.

3. All the prices quoted shall be in Indian Rupees. The firm quote shall not be subject to any price escalation subsequently except as per the Indexation formula for **AMCs / Passive Components / Labour charges and for Resident Engineer (Facility Management Services)**. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and include cost of resident engineers, labour, service, corrective maintenance, preventive maintenance, inclusive of supply of all parts/ components to replace the defective parts. **The rates quoted must be including GST.** GST will be paid as per the government directives.

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

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

6. As security for due fulfilment of the terms and conditions and obligations of the service contract, the vendor shall furnish a Performance Bank Guarantee of 10 % of the value of the AMC, valid for one month beyond the period of AMC. **No Interest shall be payable on EMD / Security Deposit / Performance Bank Guarantee.**

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**Draft Article of Agreement: Annual Maintenance Contract (AMC) & Facilities Management Services (FMS) for Computer Hardware and peripherals 2022-23.**

This agreement is made on \_\_\_ day of \_\_\_\_\_ (Month) **2022** by and between Reserve Bank of India established under the RBI Act 1934 and having an office at Main Market Kasumpti, Shimla, Himachal Pradesh-171009 [hereinafter referred to as "the Bank"] on the one part and M/s \_\_\_\_\_ having office at \_\_\_\_\_ [hereinafter referred to as " the Vendor"] on the other part. Whereas with a view to providing **Annual Maintenance Contract (AMC) & Facilities Management Service (FMS) for Computer Hardware and Peripherals** at Reserve Bank of India, Shimla, Holiday Home (HH) in Shimla or any other location of Bank's interest/activity within the jurisdiction of this office. The Vendor has to provide the service on the terms and conditions hereinafter set out in conformity with the conditions spelt out in the tender. Now this agreement witnesses that it is agreed by and between the parties and the scope of the work of company hereto as under:-

1. In consideration of sum of ₹ \_\_\_\_\_/-  
(₹ \_\_\_\_\_)

\_\_\_\_\_ only) being the aggregate all-inclusive annual charges including GST, the Vendor shall be responsible for Annual Maintenance Contract (AMC) & Facilities Management Services (FMS) of Information Technology Infrastructure at Reserve Bank of India, Shimla. The AMC & FMS contract shall be effective from **September 01, 2022 to March 31, 2023**.

2. The Bank will release quarterly payments towards the maintenance charges after the expiry of each quarter, subject to satisfactory performance and also on submission of preventive maintenance certificates (Quarterly) from the Firm/Tenderer.

**C. General Terms and Conditions:**

**Scope of Work**

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

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



problem if any, without breaching the warranty terms and conditions.

Further, the AMC contract covers comprehensive annual maintenance of laptops, computers, printers and peripherals deployed at Bank's Properties at Main Office Building, Holiday Home, RD's residence etc., as detailed in Section VI.

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

**Safe Shifting/relocation of Computer Hardware/Peripherals:** The shifting of equipment means moving the equipment from one place to the other place for carrying out the repair work, installation and reinstallation etc. This can be either of the following categories

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

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

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

3. **The tenderer shall install/ reinstall and configure the operating system and/ or any other specific system software/ package as the case may be, at no extra cost to the Bank, whenever the need arises.**
4. The vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified **within 24 hours** of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity. The complaint may be lodged by the Bank by any or all of the method viz. verbal, online complaint tracking system, E- mail, Telephone or similar mode.
5. All repair/replacement and servicing of equipment will have to be carried out at Bank's locations as specified. If the fault is serious in nature and requires the support of Repair Centre, thereby necessitating shifting of the equipment, the vendor shall arrange shifting/ transportation, installation, re-installation, loading of software packages (both the system and application software, if any) at no extra cost to the Bank.

6. The vendor shall, upon direction of concerned officials, configure Outlook/ install application software/ make configuration changes in the equipment covered under AMC, at no extra cost.
7. Necessary technical assistance and advice should be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem accessing various software applications on the computer systems, etc.
8. The vendor shall provide comprehensive maintenance services covering both **preventive as well as corrective maintenance**, for all assets covered under contract. Under corrective maintenance the vendor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, at no extra cost to the Bank. All the components of the equipment shall be covered under this contract and hence, fall under the replaceable category only. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc., need replacement; the Vendor shall replace such consumable parts (other than - the FUSER ASSEMBLY, RIBBON, PRINTER CARTRIDGE & THE TONER CARTRIDGE, Printer Head) at no extra cost to the Bank. Only those parts such as FUSER ASSEMBLY, RIBBON, TAPES, STATIONERY, and PRINTER CARTRIDGES & TONER CARTRIDGES will be replaced, if required, at an additional cost to the Bank at actuals on submission of proper bills by the vendor. All other components of the equipment's shall be replaced by the Vendor at no extra cost to the Bank. In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same brand/model. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the vendor shall provide alternate/substitute system/s of same or higher compatible configuration at its cost and responsibility till the above components are repaired or replaced by the vendor.
9. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
10. **Deployment of Resident Engineers:** During the period of the Agreement, the vendor will maintain the equipment in good working condition. **Vendor will carry out preventive maintenance** which includes internal/external cleaning of all IT Assets with brush and suitable chemical/vacuum cleaning **at least four times (Quarterly) during the contract period.** One Engineer will be deputed on-site for full working hours on all working days of the Bank during the contract. **RBI will have the right to call the resident engineers in case of urgent need on other days also apart from normal working days.** The vendor shall correct any faults and failure in the equipment and shall repair and replace worn-out or defective parts of the equipment's during Bank's normal working hours. The resident engineer has to maintain (MANUALLY OR THROUGH AN APPLICATION) the following:

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

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

- a) The tenderer should ensure that the engineer posted at our location should have the minimum qualifications and service requirements as indicated, viz., **one should be a B.Tech / B.E. / B.Sc / MCA/Diploma holder in Computer Science/IT/Electronics with at least 02 years' experience in networking/computer maintenance in FMS environment.** The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or replacements in the event of absence/ engineer leaving employment of Vendor etc. All the REs should have good communication skills, positive attitude and technical understanding.
- b) The normal working hours for REs will be as stated below:

Working Days	Timing	Location – applies to
Weekdays(Monday to Friday)	09.30 AM to 05.30 PM/ Till closing of Bank (whichever is later)	MOB/HH/ RD's Residence
Saturdays (except 2 <sup>nd</sup> & 4 <sup>th</sup> )		

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

- c) **The vendor should not rotate/change their resident engineers frequently and keep deployed for a minimum period of 1 year. In case of unavoidable circumstances, the vendor should inform the Bank in writing well in advance about the change of engineer.**
- d) The vendor shall provide all tools like basic tool kit, LAN tester, mobile phone, laptop etc. to the Resident Engineers.
- e) The travelling expenses of engineers will be borne by the vendor.
- f) The Bank shall have the right to reject Resident Engineers at any point in time with a minimum notice period of two weeks, within which the vendor should arrange for a new incumbent in consultation with DIT Officials.
- g) Resident Engineers are dedicated personnel for a location responsible for handling problems, should be qualified enough to do level 1 diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Modems and Routers. They should also be qualified enough to do level 1 diagnosis and troubleshooting problems relating

to standard softwares such OS, Internet Explorer, Microsoft Office, Anti-virus, etc.. They should also be capable of troubleshooting problems encountered by the end users in customer applications. They should have training and experience of managing and troubleshooting the problems under environments like Windows 7 and above / Windows 2008 server and above, LAN/WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc.

- h) The qualified service personnel of the company are required to carry their company-provided photo identity card in person during their term in the Bank. The tenderer, upon acceptance of the offer for FMS/AMC is required to provide certified introductory letters with photographs for the service personnel.
- i) The Resident Engineers at Bank's location/s are governed by the codes and ethics of the work place and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. Vendor has the responsibility of arranging/submitting Police Verification Report of the resident engineer.
- j) The Vendor will provide insurance cover to its Engineer in the Bank. The workmen/ engineer or their legal heirs shall not claim any insurance/job benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.

**Others:**

12. The vendor shall carry out periodically cleaning by vacuum cleaner of all machines including machines which are under warranty **at least once in a quarter**. The record of the same needs to be submitted to the Bank.
13. The vendor shall ensure 99% uptime for PCs & 98% uptime for peripherals covered under the AMC and FMS. **If during any quarter, the vendor does not maintain the uptime of the equipment/s, proportionate maintenance charges shall be deducted from the amount to be paid to the vendor for the next quarter.**
14. The vendor will manage the call management system (manually or in application) and ensure that all minor/major service calls are logged and ticket generated.
15. Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the computer systems, etc. covered under AMC. **The vendor will have to directly co- ordinate with the System Administrator/officials at the Central Office/ Regional Office/ Data Centre, IDRBT, NOC or with the vendor of the application, to resolve any issues related to smooth functioning of internal packages of the Bank. The vendor have to follow up with the Internet Service Provider in case of any disruption in services till the services are resumed. The vendor will also have to coordinate and assist in resolving issues with the technical team of other vendors such as Network, Firewall, MPLS, or Application.**

16. The vendor shall not sub-contract the FMS / AMC to any organization, person, firm or its franchisee. If, at any time, it comes to the notice of the Bank that such subcontracting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.
17. The vendor shall ensure that all materials as well as information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether confidential and proprietary data or not, whose disclosure to or use by third parties may cause damage or loss to the Bank, shall at all times be held in strictest confidence. The vendor shall not make use of the same other than for discharging its obligation as per AMC and FMS and to release it only to those employees who require it for discharging the obligation arising out of the AMC and FMS and not to any other party. The vendor shall confirm that appropriate action shall be taken as regards its employees to ensure that the obligation of non-use and non-disclosure of confidential information are fully satisfied. The Vendor and the Engineers shall adhere to the IS Policy guidelines of the Bank.
18. The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission or commission by the vendor. The damage could be to the equipment/property either covered or not covered under AMC & FMS.
19. **The selected bidder will be required to sign an AMC and FMS agreement and the applicable stamp duty will be borne by the vendor.** The AMC & FMS agreement will have to be signed within the date indicated by the Bank.
20. The Bank shall have the right to inspect Vendor's site to assess infrastructure before awarding the Comprehensive AMC & FMS and it may reject in the event of dissatisfaction with Vendor's infrastructure or otherwise.
21. The Bank reserves **the rights to terminate the agreement** at any time, if the vendor fails to carry out any of its obligations/ duties in terms of the agreement.
22. In case for any reason, either party **wants to terminate the agreement, the same can be done after giving 03 months' notice prior to the actual termination.**
23. The AMC & FMS provider shall pay all the taxes, duties and levies, if any, required to be paid to the relevant authorities as per law. The consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes payable by the AMC & FMS provider. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.
24. **Qualified vendor will be decided on the basis of Total Cost for all items to the Bank.**
25. The Bank shall not consider any request in change of rates of FMS / AMC due to any reason whatsoever, during currency period of the contract.
26. This tender is not transferable and under no circumstance the successful bidder shall be allowed to sub-contract with any other person/party.

27. In case the contracting firm is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract, such firm will be liable to pay the damages to the Bank including the cost which the Bank will have to incur for getting such work done. The above act of backing out would automatically debar the Vendor from any further dealing with this department and the security money would also be forfeited.
28. **The Bank shall release Quarterly payments towards the maintenance charges after the expiry of each quarter, subject to satisfactory performance and also on submission of preventive maintenance certificates (Quarterly) from the Firm/Tenderer.**
29. Upon being selected as the successful tenderer, and being awarded the contract of FMS/AMC, the tenderer shall reply to all queries/complaints that may be raised by the Bank from time to time. Evasive attitude by the tenderer would subject the contract being terminated without notice/non-renewal of further contracts with the tenderer.
30. This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Incomplete tenders in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the tenderer will result in rejection of their tenders
31. **Penalty:**
- a) If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹200/- for peripherals, ₹300/- per day for PCs/Laptops and ₹1000/- per day for servers may be imposed, at the discretion of the Bank. Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests
- b) Absence of engineer at work will attract a penalty of Rs 500/- (including all taxes) per day from the charges in the subsequent quarterly payment if alternate arrangements are not made.
32. **Labour/Wages - Compliance with various statutes:**
- a) The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 [including relevant latest orders from the Office of the Chief of Labour Commissioner, New Delhi], and other labour laws wherever applicable and as amended from time to time, while engaging workers on contract for the aforesaid work. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by Central/State Government), by the Vendor to the Engineers deputed by it to the Bank.

**b)** The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor solely shall be responsible for liabilities, if any, in this regard.

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

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

### **33. Force majeure:**

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

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

### **34. Arbitration:**

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

**35. Jurisdiction:**

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

**36. Complying with the Information Security Policy of the Bank:**

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

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

**37. Confidentiality:**

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

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

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

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

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

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



- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

### 39. Performance Bank Guarantee:

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

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

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

All the prices, terms, warranties and benefits granted by the vendor shall be comparable or better than the equivalent terms being offered by the vendor to any of its customers. If the vendor shall, during the currency of this agreement, enter in to arrangements with any of its customer/s providing greater benefits or more favorable terms, the agreement shall thereupon be deemed to be amended to provide on the same terms to the Bank as if such terms were incorporated herein and are applicable hereto. In case the vendor is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract they will be liable to pay the damages to the Bank including the cost which the Bank will have to incur for getting such work done. The above act of backing out would automatically debar the vendor from any further dealing with this department and the security money/EMD would also be forfeited.

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

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

\_\_\_\_\_

For \_\_\_\_\_

[Authorised Signatory]

Witness:

1.

2.

Signed and delivered for and on behalf of the Reserve Bank of India by the hand of  
Shri \_\_\_\_\_, (Designation) Reserve Bank of India,  
Shimla.

Witnesses:

1.

2.

### Evaluation of bids

- a) The technical bids will be opened first and evaluated to determine responsiveness and completeness to the pre-qualification and eligibility criteria. Any clarification/rectification in case of deviations, in the technical bids at this stage, will be called for in writing by letter/email. Failure to submit the same within the specified time limit may result in rejection of the bid.
- b) The Technical Committee formed for the evaluation of the bids/proposals will take into account the evaluation process laid down in **Section V**.
- c) The Bank may obtain reports on past performance of the tenderer from its clients. The Bank may evaluate the said reports before opening of the Part II of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part II of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the financial bids of only technically qualified vendors will then be opened for purpose of commercial evaluation. All such vendors shall be treated as empanelled vendors for the period of one year at a time during 2022-2025 and the Bank may, if required, seek their participation in any tender of similar work issued during the period 2022-25. Annual increment on the rates shall be considered based on the indexation formula as given in below will be applicable subject to providing satisfactory service year on year basis and renewal of the contract for a further period.

### Indexation Formula for AMCs / Passive Components / Labour charges:

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

$$AC = AP [15 + \{45 \times (WPIC / WPIP)\} + \{40 \times (CPIC / CPIP)\}] \times 1/100$$

Where,

AC = Contract Amount for the current/new year;

AP = Contract Amount for the previous year coming to an end;

WPIC = Wholesale Price Index for Electrical Products six months prior to the Commencement

Date of contact for the current/new year;

WPIP = Wholesale Price Index for Electrical Products six months prior to the Commencement

Date of contact for the previous year coming to an end;

CPIC = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior

to the commencement date of contract for the current/new year;

CPIP = Consumer Price Index for industrial workers for Urban/Mumbai City six Months prior

to the commencement date of contract for the previous year coming to an end;

**B) Indexation Formula for Resident Engineer (Facility Management Services)**

$$AC = AP [15 + \{85 \times (CPIC / CPIP)\}] \times 1/100$$

Where,

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

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

CPIC = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior

to the commencement date of contract for the current year

CPIP = Consumer Price Index for industrial workers for Urban/Mumbai City six Months prior

to the commencement date of contract for the previous year

# Source for Indices:

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

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### **Scrutiny of Bids will be in two stages as under:**

#### Eligibility Criteria:

##### a) Technical Evaluation:

The Bank will scrutinize the offers and evaluate the technical Bids based on the eligibility criteria and the supporting documents. The Bank will first scrutinize the eligibility of the Bidders as per “qualification criteria” (Refer Section V) of the Tender Document. The decision of Bank in this regard shall be final and binding on the tenderers. No further correspondence in this regard will be entertained. Only the Bidders who qualify in Technical Evaluation will be short listed for Financial Bid Evaluation. Proposals meeting all the “qualification criteria” with requisite supporting documents will then be assessed and shall/may qualify for the next stage.

##### (b) Financial Evaluation:

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

**Taxes: The rates quoted shall be deemed to have included all other applicable taxes like custom duty, excise duty, local levies, and works contract tax imposed by Central/State Government/Local Bodies including GST as applicable. As per Indian laws, Income Tax-TDS and GST-TDS will be deducted at source and a certificate for the same will be issued to the contractor.**

**Insurance:** The successful tenderer shall take **workmen compensation policy** for the staff deployed in the Bank premises, in case the wages of the person deployed is outside ESIC limits. **The minimum insurance policy value should be ₹2 lakh only.** The Insurance policy will be valid/co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

#### **Signing of Contract Agreement:**

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

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

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

Shri Subham Dwivedi, Manager	Shri Pankaj Kashiv, Assistant Manager
Contact No. 0177 - 2629481,	Contact No. 0177 - 2629481,
Mob. No. 9015897202	Mob. No. 9797555320

## Section VI

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

SN	Item	Description	Under AMC	Under Warranty	Total
01	PCs	Desktop PCs of make HP, HCL, Dell, Lenovo,	44	09	49
02	Printers	Laserjet Network Printers, Laserjet MFP Printers, Laserjet Personal Printers, Officejet/Inkjet Printers/Color, DD/PO Printer, DOT Matrix, All in One B/W and colour printers, Thermal Printer etc.	10	04	14
03	Scanners	ADF, Flatbed, Dual/Duplex	01	-	01
04	Laptops	Laptops of make Dell, HP, MacBook, I-pad, & Surface book Pro	08	08	16
05	Projector	BenQ	01	-	01

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

**Part B - Details of Computer Software:** Acrobat Reader, MS Office O365, Oracle 8 Developer, IBM MQ, Oracle 8 Server, SCO Open Server (UNIX), SCO-UNIX Version 6.0, Windows 2008 Server, Windows 7 professional, Windows 8.1, Windows 10, Windows 11, JAVA software as screen reader for visually blind, KMT and other OS/server related software and all the latest software versions used by the Bank.

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

1	Windows Desktop Operating Systems (Windows 7 and above)
2	Windows 2008, Windows 2012 and above server versions

#### **Part (D): List of onsite inventory of spare parts required to be maintained by AMC holder:**

SN	Item	Qty
01	SMPS	05
02	DDR4 4/8 GB RAMs	05
03	Hard Disk	02
Any other item to maintain equipment uptime as indicated above		

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

**Name : RBI SHIMLA**

**Account Number : 186003001**

**IFSC Code : RBIS0SMPA01 (where '0' represents zero)**

**Remarks : DITSHIMLA-AMC-FMS - EMD**



## Annexure I

**Company Profile:**

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

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

Particulars	Response
1) The registered name of the company/firm	
2) Name and designation of the authorized official responding to the request	
3) Contact telephone, fax number and E-mail address	
4) Registration and other numbers	
5) Registered Office (address)	
6) Legal form of organization	
7) Name and address of Parent company, if any	
8) Brief description of the entity including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in its development	
9) A brief account of FMS/AMC/software development services provided by the Company/ Firm	
10) List of FMS/AMC solution provided in similar environment minimum value of each successfully completed similar works in last 3 years each One work of costing not less than 80% of the estimated cost, OR Two works of costing not less than 50% of the estimated cost, OR Three works of costing not less than 40% of the estimated cost in the last 3 years.	
11) Financial: Turnover a) Total	

<p>b) Of Which from FMS/AMC Profit</p> <p>a) Total</p> <p>b) Of Which from FMS/AMC</p> <p>(Audited financial statement to be attached for the last 3 years)</p>	
<p>12) Geographical spread in India:</p> <p>a) No. of Offices</p> <p>b) Locations Of which in Shimla</p> <p>i) for FMS/AMC</p> <p>ii) Software Support</p>	
<p>13) The number of staff employed in each of these categories at Shimla/ Chandigarh Tri-city:</p> <p>(a) Software development/support</p> <p>(b) Engineering/hardware support</p>	
<p>14) (i) Name and level of quality standards obtained by the Company (enclose copy of certificate)</p> <p>(ii) Is it for a Specific Division or for the Organization as a whole? Please specify.</p> <p>(iii) Is it for the Division that may be Undertaking AMC &amp; FMS? Please specify.</p>	
<p>15) Whether there is legal action being taken against vendor for any cause in any legal Jurisdiction.</p>	

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

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

Signature:  
Name:  
Designation:  
Date

**Annexure II**  
**Details of 01 Resident/ AMC Engineer proposed to be deputed at RBI Shimla**

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

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



## Annexure III (A)

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FMS and AMC service Provider**

Name & address of the Client:  
Details of Works executed by Shri / M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom work is executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading) (tick any one)	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency (tick any one)	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>
	b) Financial soundness (tick any one)	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>

	c) Mobilization of adequate spares	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>
	d) Mobilization of manpower (tick any one)	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>
	e) General behavior (tick any one)	<ul style="list-style-type: none"> <li>▫ Outstanding</li> <li>▫ Very Good</li> <li>▫ Good</li> <li>▫ Satisfactory</li> <li>▫ Poor</li> </ul>

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

\*Officer of the rank of Superintending Engineer or equivalent

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

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

The Regional Director  
Reserve Bank of India  
Shimla-171009

Dear Sir,

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

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

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

Yours faithfully,

Signature  
Name:  
Designation:  
Place:

Stamp:



**Annexure V****FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK**

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

(Signature) For the Bank

E-Mail:

Address:

Contact No.

Note:

1. Banker's certificates (Solvency) should be on letter head of the Bank, addressed to The Office-in-Charge Reserve Bank of India, Shimla-171009 and submitted in a separate sealed cover
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

## Annexure – VI

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

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

Signature

(Name of the Company/Firm)

### Proforma of Bank Guarantee for Security Deposit

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

No. \_\_\_\_\_

Date \_\_\_\_\_

To  
The Regional Director  
Information Technology Cell  
Reserve Bank of India  
Shimla

Dear Sir/Madam,

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_  
(INR

\_\_\_\_\_ only) furnishable to you by M/s

\_\_\_\_\_ (hereinafter referred to as "the Vendor") in terms of their contract with you for "Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla" as per their Tender dated \_\_\_\_\_ and your Conditions of Contract and other tender documents relating thereto

subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNED AND DELIVERED**

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

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

**BRANCH MANAGER**

(Banker's Seal)

Address \_\_\_\_\_

## Annexure -VIII

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

**Financial Bid Format - Facility Management Service & Comprehensive Annual Maintenance Contract for Computer Hardware and Peripherals at RBI, Shimla for the following items of Work**

Sr. No	Items of Work	Amount (in ₹)
01	Annual Charges for deploying 01 FMS Engineer (including GST), as per the tender specifications including service charges and any other charges.	
02	Comprehensive AMC Charges (including GST) of Section VI as per tender for one Year.	
Total Amount (in figures)		
Total Amount (in Words)		

**Please Note:**

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