



**Reserve Bank of India
Information Technology Cell
15, Netaji Subhash Road
Kolkata**

Web Notice

February 9, 2024

E-tender for Annual Maintenance Contract & Facility Management Services for Computer Hardware, Software and Peripherals at Reserve Bank of India, Kolkata Regional Office, 15 Netaji Subhash Road, Kolkata – 700 001

Reserve Bank of India (RBI), Information Technology Cell (IT Cell), Kolkata 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, 2024 to March 31, 2025** for the Reserve Bank of India, Kolkata Regional Office, 15 Netaji Subhash Road, Kolkata – 700 001.

The tender document is available on RBI website
https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx and at
<https://www.mstcecommerce.com/eprocn/>.

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 19, 2024 up to 11:00 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 Services (FMS) for Computer Hardware, Software and Peripherals
2.	Date of Press and Web Advertisements	February 9, 2024
3.	e-Tender No	RBI/Kolkata Regional Office/Others/1/23-24/ET/520
4.	Mode of Tender	e-Procurement System (Online Part I- Techno-Commercial Bid and Part II- Price Bid through https://www.mstcecommerce.com/eprocn/)

5.	Date and time from which NIT (Notice Inviting Tender) will be available for parties to download from website (https://www.mstcecommerce.com/eprocn/)	February 9, 2024 from 14:00 Hrs. onwards
6.	(i) Estimated Cost of Work (ii) Earnest Money Deposit (EMD) (iii) Transaction Fee- Important Note: <i>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.</i>	₹34 Lakh (Excluding GST) ₹68,000/- (Rupees Sixty Eight Thousand only) deposited through NEFT in favor of Reserve Bank of India, A/c No 186003001 , IFS Code: RBIS0KLPA01 (5th and 10th characters are ZERO). Kindly mention UTR transaction detail as per the format given in Annexure IV . To be paid through MSTC Payment Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
7.	Prebid meeting	Offline - At Reserve Bank of India, Kolkata at 11:00 AM on February 29, 2024
8.	Last date of submission of EMD through NEFT	On or before March 19, 2024, 11:00 Hrs.
9.	Date of starting of e-tender for submission of online Techno-Commercial Bid and Price Bid at https://www.mstcecommerce.com/eprocn/	March 04, 2024 from 11:00 Hrs. onwards
10.	Last Date and Time for submission of e-Tender	March 19, 2024 11:00 Hrs.
11.	Date & time of opening of Part-I (i.e. Techno Commercial Bid)	March 19, 2024 15:00 Hrs.
12.	Part-II Price Bid:	Date of opening of Part II i.e. price bid shall be informed later.
	In the event of any date indicated in Schedule of Tender (SOT) being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.	
	The Bank reserves the right to reject all the tenders without assigning any reason thereof.	

Note: Vendors may please note that any amendments / corrigendum to the Tender, if issued in future, will only be notified on the website of RBI/ MSTC e-portal as given above and will not be published in the newspaper

The Regional Director
Reserve Bank of India
West Bengal and Andaman & Nicobar Islands



RESERVE BANK OF INDIA
Information Technology Cell
Kolkata

Tender Document for
Facility Management Services
&
Annual Maintenance Contract
for Computer Hardware, Software and Peripherals at
Reserve Bank of India, Kolkata

Period of Contract
01.04.2024 to 31.03.2025

Through E-Tendering Process

Last Date of Submission: March 19, 2024

Contents	
Web Notice.....	3
Important Instructions Regarding E-tender	7
Chapter 1: Scope of the Work	11
Chapter 2: Eligibility Criteria	15
Chapter 3: Important Terms and Conditions	22
Chapter 4: Submission of Bids	34
Chapter 5: Evaluation of Bids and Award of Contract	37
Annexure I: Details of Computer hardware and peripherals	38
Annexure II: Indexation formula.....	40
Annexure III: Proforma Bank Guarantee	42
Annexure IV: EMD UTR Transaction details	46
PART I – TECHNICAL BID (Form 1)	47
Appendix-1: major clients’ list in last 5 years.....	52
Appendix-2: Client’s certificate regarding performance.....	54
Appendix-3: Details of technical staff & service centres at Kolkata.....	56
Appendix-4: Details of qualified engineers at Kolkata.....	57
Appendix-5: Details of engineers to be posted at Bank	59
Appendix-6: Format of Solvency Certificate	61
Appendix-7: Declaration regarding non-block listing.....	62
Appendix-8: Declaration regarding compliance of all statutory laws.....	63
Appendix-9: Power of Attorney format.....	65
Appendix-10: Undertaking / Certificate of Indemnity	67
PART II - PRICE/FINANCIAL BID (Form 2).....	70



RESERVE BANK OF INDIA
Information Technology Cell
15, Netaji Subhash Road
Kolkata

Web Notice

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DISCLAIMER

This document, prepared by the Reserve Bank of India, Information Technology Cell, Kolkata (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, expressed 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 Regional Director
Reserve Bank of India
West Bengal and Andaman & Nicobar Islands

Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Information Technology Cell, Kolkata. 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 III 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, IT Cell, Kolkata 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, IT Cell, Kolkata (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 Techno-commercial & Price 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 Techno-commercial Bid and Price 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 Techno-commercial bid. If this application is not allowed to run, then Service Provider/Contractor/Vendor will not be able to save/submit the Techno-commercial bid. After filling the Techno-commercial Bid, vendor should click 'save' for recording their Techno-commercial bid. Once the same is done, the Price 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 Techno-commercial bid & Price 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.

RBI, IT Cell, Kolkata Contact person

Sr No	Name of Person	Email ID	Phone Number
1.	Smt. Sramana Bhattacharya, Manager	sramanab@rbi.org.in	033-22106529
2.	Shri Vijay Nandi, Assistant Manager	vijaynandi@rbi.org.in	033-22106529

The Helpdesk numbers of M/s MSTC are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in

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 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

1. The scope of work under this Agreement includes comprehensive on-site maintenance, comprehensive annual maintenance of Computers, Printers, Scanners & Laptops deployed at BANK's Office Properties at Main Office Premises, Zonal Training Centre at Council House Street, Premises at 6, Royd street and at RBI Staff Quarters in various places located at Alipore, Saltlake, Dumdum, Ultadanga and Doverlane in Kolkata as provided in [Annexure-I](#) as list of properties (hereinafter referred to as 'BANK's premises'), corrective maintenance, preventive maintenance, supply of parts/ components to replace the defective parts.
2. The BANK has a heterogeneous (make/model) set of Computers, Laptops, Printers, and Scanners as listed in [Annexure-I](#). These computers, computer hardware, software and peripherals for all the items listed in [Annexure-I](#) will be covered under the agreement under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of components, surface cleaning of machines will be carried out by the COMPANY. Technical support for software listed in [Annexure-I](#) will also be provided by the COMPANY.
3. The COMPANY shall provide Level 1 support for maintaining the Computer Hardware which are under warranty of the Original Equipment Manufacturers (OEMs). This shall include smooth & seamless services to the users by spot problem detection, booking of service call to the concerned company/OEMs and coordinating with them for resolution of problem if any, without breaching the warranty terms and conditions.
4. **To replace old & defective parts with new & genuine parts:** In case where parts of EQUIPMENT are unserviceable and such parts of EQUIPMENT need replacement, the COMPANY shall replace such parts with new ones promptly at no extra cost to the BANK. The COMPANY agrees that all the components of the EQUIPMENT are covered under the agreement and hence fall under the replaceable category.
5. **Shifting of Computer Hardware:** The COMPANY shall undertake shifting and reinstallation of EQUIPMENT covered under the agreement, if required. Shifting of IT Equipment will be done at no extra cost.

(a) Within BANK Premises: The COMPANY shall arrange for shifting of Computer Hardware within the office, if required, or within the Departments/ Buildings in the BANK's premises as per requirement and direction of Officials of the IT Cell of the BANK.

(b) **From BANK'S premises to COMPANY's Place & vice-versa:** The COMPANY shall arrange for shifting of component from the BANK'S premises to the COMPANY's place and vice-versa for repairs/replacement etc. The COMPANY shall maintain a record of such type of movement of components.

(c) **From BANK'S premises to other location:** The COMPANY shall provide necessary support for shifting and setting up the IT Hardware / Peripherals in any of the BANK'S premises or any other location of BANK's interest /activity within the jurisdiction of the BANK. In such cases, transport arrangement will be made by the BANK. In case, such activity is envisaged beyond the municipal limits of Kolkata, necessary Boarding & Lodging arrangement for the support engineer of the COMPANY will be made by the BANK.

6. The COMPANY 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.
7. The officials of the BANK can lodge a Complaint to the COMPANY by any or all of the methods viz. E-mail, Telephone, letter and fax regarding any fault/failure, i.e. malfunctioning of hardware, accessories, operating systems, systems software (if any), etc. and the COMPANY shall be bound to rectify the same **within 6 hours** of lodging the complaint, failing which the COMPANY shall provide, at its own cost, requisite hardware/software to ensure business continuity of the BANK. The COMPANY shall provide repair and maintenance service in response to complaints/notices (including oral/ telephonic) by any officials of the BANK within 6 hours of receiving such complaints/notices.
8. The COMPANY shall carry out all repair/replacement and servicing of EQUIPMENT at BANK's locations as may be specified by the BANK. If the fault is serious in nature and requires the support of Repair Centre, thereby necessitating shifting of the EQUIPMENT, the COMPANY 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.
9. The COMPANY shall, upon direction of concerned officials of the BANK, configure Outlook / install application software/ make configuration changes in the EQUIPMENT covered under the agreement, at no extra cost.
10. The COMPANY shall extend necessary technical assistance and advice to the BANK to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem in accessing various software applications on the computer systems, etc.

11. The COMPANY shall provide comprehensive maintenance services covering both preventive and corrective maintenance, for EQUIPMENT covered under the Agreement. Completion of preventive maintenance schedule will entail updating anti-virus patches, Operating System patches and carrying out diagnostics tests. The COMPANY shall ensure that the full configuration of the EQUIPMENT is available to RESERVE BANK OF INDIA in proper working condition 99% of the time every month. Under corrective maintenance, the COMPANY shall rectify any defect, fault and failure in the EQUIPMENT and shall repair and replace any worn out, defective part of the EQUIPMENT during normal working hours of the BANK, at no extra cost to the BANK. All the components of the EQUIPMENT shall be covered under the agreement 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., which need a replacement; the COMPANY shall replace such 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, FLOPPIES/TAPES, STATIONERY, PRINTER CARTRIDGES & TONER CARTRIDGES will be replaced, if required, at an additional cost to the BANK on an actual basis on submission of proper bills by the COMPANY. All other components of the equipments shall be replaced by the COMPANY at no extra cost to the BANK. All other components of the EQUIPMENT which are unserviceable and needs replacement shall be replaced with the brand new one by the COMPANY at no extra cost to the BANK. In case of replacement of any of the parts or whole of the system, the COMPANY shall provide replacement with the same brand/model. If the COMPANY is not able to maintain any EQUIPMENT due to non-availability of components/parts, the COMPANY shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the EQUIPMENT/s operational; or else, the COMPANY 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 COMPANY. During the period of validity of the Agreement, the COMPANY will maintain the EQUIPMENT in good working condition. The COMPANY will carry out preventive maintenance at least four times during the contract period.
12. The COMPANY 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 COMPANY 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.
13. The Vendor shall maintain the following records:

- a) Inventory register- Details (Inventory no., User name, Department name, Cost, Make, Model etc.) of all Hardware and Software at the Bank under AMC as well as under . The Vendor shall also maintain record of IT assets which are identified for disposal.
- b) Call Register- Details of complaints i.e. nature of complaint, resolution time, status of completion, downtime, etc.
- c) Downtime Register- Details of the incident of downtime of an asset, cause, duration of downtime, steps taken for resolution etc.
- d) Preventive maintenance record- Details of the preventive maintenance carried out during the quarter.
- e) 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 Techno-commercial 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 a minimum of immediately preceding **5 years** of experience of successfully executing similar works (AMC / FMS of computer hardware and peripherals) 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 **3 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) Three (03) similar completed works each costing not less than the amount equal

to 40% of the estimated cost.

Or

- b) Two (02) similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

- c) One (01) similar completed work costing not less than the amount equal to 80% of the estimated cost.

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 a minimum yearly turnover of **₹40.50 lakh** from FMS/AMC services with net profit in each of the last three years (i.e. 2020-21, 2021-22 and 2022-23) supported by audited statement of accounts. Revenue/turnover from AMC/FMS business should clearly be mentioned in the financial statements.

The Vendor should have profit in each of the last three (03) consecutive financial years (i.e. 2020-21, 2021-22 and 2022-23). The Vendor should have Minimum Annual Turnover of ₹40.50 lakhs in each of the last three (03) consecutive years (i.e., 2020-21, 2021-22 and 2022-23). The Vendor should submit a copy of the audited / certified statement of accounts viz- Statements of Profit and Loss Account, Balance Sheet, and Income Tax Returns for the last three (03) financial years (i.e., 2020-21, 2021-22 and 2022-23) as part of the techno commercial bid.

- v. **Service setup-** The Vendor should have

I. A full-fledged service centre at Kolkata with all the necessary equipment for repair works. The details of the engineers proposed to be deployed is to be provided in [Appendix-3](#).

II. A full-fledged Office at Kolkata with adequate technical staff with expertise, certifications for dealing with the maintenance of various IT assets. (Details to be provided in [Appendix-3](#)).

The Bank reserves the right to inspect the service centre and satisfy itself about the quality and reliability of service that can be rendered by the Vendor before opening the commercial (Part-II) bid.

vi. **Qualified Engineers:**

- a) The COMPANY shall depute seven (7) resident engineers on-site to the BANK premises for full working hours on all working days of the BANK during the contract period. The engineers so deployed to render services shall be appropriately skilled, trained and preferably possess certification such as CCNA, MCSE or any other certificates providing the skill sets, for delivery of the services mentioned in the agreement. All these seven engineers posted at the BANK premises will have the minimum qualifications and service requirements as indicated, viz., 04 of the 07 resident engineers should be a Graduate Engineer in Computer Science or Electronics with at least 03 years' experience in providing FMS & AMC service, and the other 03 should be Diploma Engineers in Networking/ Computer Science / electronics with at least 01 year experience in providing FMS & AMC service. Among all of these 7 resident engineers, 02 must have minimum 03 years' experience / specialization for repairing of printers / scanners. The qualification/experience as specified shall be maintained at all times, viz. during alternate arrangements or replacements of engineers.
- b) The Seven Engineers will be deputed on-site for full working day on all working days of the BANK during contract period. However, the BANK may require the services of the Resident Engineers beyond working hours and on non-working days at no extra cost to the BANK. The BANK will have the right to call the resident engineers in case of urgent need on other days also apart from working days. The BANK will also have the right to seek for interchangeability of Resident Engineers so deployed.
- c) The office timing of the resident engineers will be as follows:

Timing	Location
9.00 a.m. to 05.45p.m. / till closing of Banking & Issue Department (whichever is later)	Main Office Building (MOP), 15, Netaji Subhas Road, Kolkata – 700 001 (One Co-ordinator/Team Leader + 5 Residential Engineer to be posted here)
9.00 a.m. to 05.45p.m. / till closing of Classes & RBI Museum (whichever is later)	Reserve Bank of India, Zonal Training Centre, 8 Council House Street, Kolkata – 700001 (One Resident Engineer to be posted at this location on regular basis)

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

- d) The COMPANY should not rotate/change their resident engineers frequently and should deploy for a minimum reasonable. In case of unavoidable circumstances, the COMPANY shall inform the BANK in writing well in advance about the change of engineer.
- e) The COMPANY shall ensure that seven resident engineers are available at the Bank at all times. In case any of the resident engineer is/are on leave, the COMPANY shall provide alternate arrangement/backup engineer at no extra cost for the same. In any case wherein the number of resident engineers present in the Bank is less than 7, a quarterly penalty will be deducted from the COMPANY's quarterly bill as per below:

[contract value/(4X7×No. of working days in the quarter)] × Total number of leave days of resident engineers during the quarter wherein substitute was not provided.

- f) The COMPANY shall provide mobile phones and laptops to the Resident Engineers.
- g) The travelling expenses of engineers shall be borne by the COMPANY.
- h) The BANK shall have the right to reject any resident engineer/s at any point of time with a minimum notice period of two weeks, within which the COMPANY shall arrange for a new incumbent in consultation with IT Cell, Kolkata.
- i) The COMPANY shall ensure that the resident engineers are dedicated personnel responsible for handling problems, qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network Equipment such as Switches, Modems and Routers. They should also be qualified enough to do first level diagnosis and troubleshooting problems relating to standard software such as OS (Operating System), Internet Explorer, Microsoft Office, Lotus Notes or Microsoft Exchange, Anti-virus, etc. They should also be capable of troubleshooting problems encountered by the end users in Customer applications. They should have training and experience of managing and troubleshooting the problems under environments like Windows NT / 95 / 98/ 2000 / XP and above / Windows 2000 server and above, LAN / WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc. They should have a minimum of three years' experience in providing onsite technical support.
- j) The qualified service personnel/residential engineers of the COMPANY are

required to carry their COMPANY provided photo identity card in person during their term in the BANK premises. The COMPANY shall provide to the BANK certified introductory letters with photographs for the service personnel/resident engineers deployed by them in the BANK premises.

- k) The team leader among the resident engineers shall be responsible for the decisions that need to be taken on time-to-time basis, for organizing, planning, directing & execution of assigned task.
- l) The team leader shall coordinate and follow up the overall activities of a particular location and he should have sufficient experience and expertise in managing such situation in similar capacity and should have a minimum of three years' working experience with minimum one year as a team head.
- m) The resident engineers deployed at BANK premises shall be governed by the codes and ethics of the BANK and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the said purpose. The COMPANY shall have the responsibility of arranging/submitting Police Verification Report of the residential engineers to the BANK.
- n) The COMPANY shall provide insurance cover to its engineers deployed in the BANK premises. The workmen/engineer of the COMPANY or their legal heirs shall not be entitled to claim any insurance/job benefit from the BANK in case such workmen/ engineers suffer any loss or damage to their life or person or property while working in the BANK premises.
- o) The BANK is having its own Information Security Policy which the COMPANY and/or its representative shall follow strictly, failing which the BANK shall take appropriate action as deems fit including blacklisting/legal proceedings.

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 **09/02/2024** by the Applicant's banker (any Nationalised/Scheduled Bank), specifically for the purpose of this AMC & FMS 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](#). In addition to this, tenderer must comply with all minimum wages norms set by Chief Labour Commissioner (clc.gov.in), GoI or State Government (Whichever is higher) for the highly skilled professionals during the period of contract. Provision of minimum wages under the Code on Wages, 2019, Minimum Wages Act, 1948 provides for cost of living allowance as a component of minimum wages. Accordingly, the Central Government revises the cost of living allowance called as Variable Dearness Allowance (V.D.A) on basic rates of minimum wages under the Minimum Wages Act, 1948, every six months effective from 1st April and 1st October every year. The bidder needs to factor in such two increments of V.D.A while bidding as the applicable cost to be borne by the successful bidder. If any additional V.D.A increment/s, apart from the regular two are directed by the competent government authority, the successful bidder may make the necessary payment/s and raise an additional bill to claim the differential amount.

- 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 ₹68,000/- by NEFT** in our A/c No. **186003001**, IFSC No. **RBIS0KLPA01** (5th and 10th characters are ZERO) on or before **March 19, 2024 11:00 Hrs.** (Kindly mention UTR transaction detail as per the format given in [Annexure IV](#)). Bids submitted without EMD are liable to be rejected. EMDs will be refunded within one month of completion of evaluation of bids (both techno-commercial and Price) 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 techno-commercial bid evaluation.

- i. The period of contract shall be from **April 01, 2024 to March 31, 2025**. 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 of **06 resident engineers** who shall be posted at Reserve Bank of India, 15, Netaji Subhash Road, Kolkata – 700 001 and **01 resident engineer** who shall be posted at Zonal Training Centre, 8, Council House Street, Lal Dighi, BBD Bagh, Kolkata 700001 as per **Annexure I** for providing AMC & FMS support.
- iv. 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: Important Terms and Conditions

1. The period of the contract shall be from **April 01, 2024 to March 31, 2025**, extendable on a yearly basis for a maximum of two years, after receiving the **satisfactory performance report from IT Cell, Reserve Bank of India, Regional Office, Kolkata 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 performance of the AMC & FMS service provider shall be reviewed every quarter and renewed for the subsequent years, subject to receipt of satisfactory feedback from users in the Kolkata Regional Office of the Bank. The Bank shall not consider any request for a change of rates of FMS / AMC for any reason whatsoever, during the currency period of the contract. Annual increment after the initial period of the contract (April 01, 2024 to March 31, 2025) 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.

2. If the services rendered by the vendor are not found satisfactory, the contract may not be renewed for the subsequent year and the 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 empanelled vendors for the AMC & FMS.

However, **the Bank reserves the right to terminate the agreement at 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.**

3. 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.
4. Vendors qualified as per the Techno-commercial bids (Part-I) would be empaneled for three years with effect from **April 01, 2024**.
5. **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.**

6. Maintenance services shall be provided by the vendor at Reserve Bank of India, 15 Netaji Subhash Road, Kolkata, ZTC and RBI residential colonies situated at different locations in Kolkata as listed in **part (d)** of [Annexure I](#). The Bank reserves the right to add/withdraw sites to the list. The same will be communicated to the vendor in writing.
7. The scope of the comprehensive AMC/FMS 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 Reserve Bank of India, 15 Netaji Subhash Road, Kolkata 700 001. It may be noted that the hardware and software indicated in [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.
8. 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 Reserve Bank of India, Kolkata Regional Office and ZTC Kolkata and all RBI residential colonies in Kolkata. *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.

9. FINANCIAL TERMS & CONDITIONS:

- (i) The COMPANY shall submit its quarterly bills towards facility management service and maintenance charges as per the rates specified in [Annexure I](#) of this agreement for the items mentioned in the said Annexure. It will cover the cost for maintenance of the operating system, software, installation, configuration of application/ packages (connection of computer to projector for presentation) and Level 1 support for the IT inventory under warranty, which inter-alia includes providing all support services like logging of calls, follow up with OEMs etc other than parts replacement. The bill will be submitted to the BANK within 15 days of the succeeding month from the end of the quarter.

- (ii) The BANK shall release quarterly payments towards the maintenance charges after the expiry of each quarter on receiving the quarterly bills from the COMPANY along with necessary documents showing that monthly payments to the Resident Engineers are made by the COMPANY in adherence to applicable minimum wages as notified by the Central Government (Central Labour Commission under GoI)/ State Government (whichever is higher) and treated as highly skilled and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc. and the invoices submitted by the COMPANY should be supported by the documents indicating the uptime/downtime performance, good conduct and compliance to various statutory requirements.
- (iii) The bill so submitted by the COMPANY at the rate specified in [Annexure I](#) shall cover the cost of 07 resident engineers (treated as Highly Skilled) and the total value as mentioned in the tender quotation breakup, labour, service, maintenance charges, etc. In case more machines are brought under the scope of the FMS and AMC, the maintenance will be carried out by the COMPANY with an additional maintenance charge, on a pro-rata basis. In the event of reduction in the number of machines from [Annexure I](#), the maintenance charge will be reduced on a pro rata basis. In the event any individual items of EQUIPMENT are withdrawn from [Annexure I](#), any money prepaid on account of such EQUIPMENT shall be held to the credit of the BANK and refunded/adjusted suitably with the further payment to be made to the COMPANY towards FMS/AMC charges.
- (iv) The COMPANY shall be responsible for payment of all the taxes, duties and levies like custom duty, excise duty, local levies, works contract tax imposed by Central/State Government/Local Bodies, etc. except GST as applicable, if any, required to be paid to the relevant authorities as per law. The BANK shall not entertain any claim made by the COMPANY towards the above payment. Further, the BANK shall be at liberty to make the necessary tax deduction at source, as required by law and a certificate for the same will be issued to the COMPANY.
- (v) The BANK shall not consider any request in change of rates of FMS & AMC due to any reason whatsoever, during the tenure of the contract.
- (vi) The quarterly bills, along with necessary certification to the effect that monthly payment to the personnel/ engineers engaged by the COMPANY have been made in adherence to minimum wages as notified by Central Government (Central Labour Commission under GoI) /State Government (**Whichever is higher**) under the Code on Wages, 2019; Minimum Wages Act, 1948 and in compliance with instructions issued under Employees' Provident Fund, ESIC,

Gratuity and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Gratuity Act, 1972 etc. shall be submitted by the COMPANY. The Company should consider all the resident engineers as highly skilled.

10. OTHERS

- (i) The COMPANY shall maintain a health card for all EQUIPMENT covered under this agreement. The COMPANY shall record therein each incident of EQUIPMENT malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the EQUIPMENT together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded. The COMPANY shall carry out cleaning of all machines as mentioned in [Annexure I](#) including machines which are under warranty by vacuum cleaner at least once in a quarter. The COMPANY shall submit the record of the same to the BANK.

- (ii) The COMPANY shall ensure 99% & 98% uptime for PC & peripherals and 99.5% for servers respectively covered under the agreement. If during any quarter, the COMPANY does not maintain the uptime of the EQUIPMENT/s, **proportionate maintenance charges shall be deducted from the amount to be paid to the COMPANY in the beginning of the next quarter.**

The 'Downtime' in respect of the EQUIPMENT shall be calculated as under:-

a) 'UPTIME' of the hardware and system software = (Coverage Hours minus Down Time)/Coverage Hours X 100 for the maintenance year.

b) Coverage Hours = Uptime commitment per day X No. of committed days per Year

c) Uptime Commitment per day = Hardware and System Software Maintenance Support Time per day

d) Down Time will be counted from the time of reporting the maintenance call by the Bank to the Vendor till the resolution of the problem / operationalization of the hardware and system software,

e) No. of committed days per Year = the number of working days of the Bank during the year.

f) In case the downtime exceeds the permissible limit as defined above, necessary standby EQUIPMENT needs to be provided by the COMPANY to the BANK at no extra cost.

- (iii) The COMPANY shall manage the call management system and ensure that all minor/major service calls are logged and tickets are generated. The COMPANY will provide a Monthly Call Analysis Report to the IT Cell of the BANK.

- (iv) The COMPANY shall extend necessary technical assistance and advice to resolve problems that may be encountered with regard to hardware, operating

system, system software and any problems in accessing the various application software on the computer systems, etc. covered under the agreement. The COMPANY shall directly co-ordinate with the System Administrator at the Central Office/ Regional Office/ Data Center of the BANK, IDRBT or with the company of the application, to resolve any issues related to smooth functioning of internal packages of the BANK. The COMPANY shall follow up with the Internet Service Provider in case of any disruption in internet services till the services are resumed. The COMPANY shall coordinate and assist in resolving issues with the technical team of other companies such as Network, Firewall, MPLS, or Applications.

- (v) This agreement is not transferable, and the COMPANY shall not assign or sub-contract the agreement or part of the agreement to any organization, person, firm or its franchisee except with the written consent of the Bank. In case of breach of this condition, the BANK may, at its discretion, terminate the contract without referring the matter further to the COMPANY and the security deposit shall stand forfeited to the BANK without prejudice to other remedies available to the BANK against the COMPANY. The BANK shall also be at liberty to realize all the expenses which it may have to incur in connection with getting the work under the agreement done by some other companies/agencies, either by adjusting from the payments due to the COMPANY or through other means.
- (vi) The BANK reserves the right to claim damages from the COMPANY to the extent of loss suffered by the BANK due to damage of any EQUIPMENT/property of the BANK on account of any omission or commission by the COMPANY/any engineer of the COMPANY. The said damage could be to any EQUIPMENT/property either covered or not covered under the agreement.
- (vii) Upon termination or after expiry of this Agreement each party shall forthwith return to the other party all papers, materials and other properties of such other party held by each one of them for the purposes of execution and implementation of this Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement, in the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly and non-disturbed business continuation of each party.
- (viii) The COMPANY will also remain liable to hand over the EQUIPMENT in operational/serviceable conditions to the incoming companies/parties whomsoever the BANK will award subsequent FMS/AMC contract upon completion/termination of the present agreement, failing which the BANK reserves the right to withhold the payment of charges to the COMPANY without assigning any further reason.
- (ix) In case of renewal of the contract for a further period, annual increment on the existing rates shall be decided based on the indexation formula as given below

subject to providing satisfactory service year on year basis and renewal of the contract for a further period

(A) Indexation Formula for AMCs / Passive Components / Labour charges

$$A_C = A_P [15 + \{45 \times (WPI_C / WPI_P)\} + \{40 \times (CPI_C / CPI_P)\}] \times 1/100$$

where,

A_C = Contract Amount for the current/new year;

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

WPI_C = Wholesale Price Index for Electrical Products six months prior to the Commencement date of contract for the current/new year;

WPI_P = Wholesale Price Index for Electrical Products six months prior to the Commencement date of contract for the previous year coming to an end;

CPI_C = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current/new year;

CPI_P = 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)

$$A_C = A_P [15 + \{85 \times (CPI_C / CPI_P)\}] \times 1/100$$

where,

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

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

CPI_C = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current year

CPI_P = 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, Gol
- CPI: from the Labour Bureau, Gol

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

11. PENALTY & LIQUIDITY DAMAGES:

- (i) The COMPANY shall guarantee 99% & 98% uptime respectively for each PCs and peripherals and 99.5% for servers under maintenance. Stock, if necessary, shall be kept on site. If during any quarter, the COMPANY does not maintain the required uptime of the EQUIPMENT, the BANK, without prejudice to its other remedies under the contract, shall deduct from the contract price, as liquidated damage, a sum equivalent to 0.5 percent of AMC/ FMS charges of the item for each and every calendar day of downtime. The amount of liquidated damage will be deducted from the amount to be paid to the COMPANY for that quarter subject to maximum 5% of agreement value (i.e the payment for the validity period of agreement). Down time will be counted from the time of reporting the maintenance call by the BANK to the COMPANY till the resolution of the problem (If the fault is not rectified within 6 hours of reporting of complaint or necessary standby EQUIPMENT is not provided by the COMPANY to the BANK without any extra cost). Down time of 24 (twenty four) hours or less but not less than 6 (six) hours, will be taken as one day for calculation of liquidated damage. The BANK may also consider termination of the contract, if any of the terms and conditions of the contract is not followed by the COMPANY.
- (ii) If preventive maintenance schedule of EQUIPMENT and stipulated uptime of hardware and system software is not adhered to by the COMPANY, the BANK may impose **a penalty per day of Rs.200/- for IT peripherals, Rs.500/- for each PCs/Laptops/Notebooks and Rs.2000/- for servers per day** at the discretion of the BANK.
- (iii) In case of non-rectification of the complaint lodged by the BANK/officials of the BANK, a penalty @ Rs. 200/- per day shall be deducted from the payment to be made to the COMPANY for the subsequent quarter.
- (iv) Absence of required number of engineers at work in the BANK premises shall attract a proportional deduction of the charges from the payment to be made to the COMPANY for the subsequent quarter, if alternate arrangements are not made by the COMPANY in this regard.
- (v) Non-adherence of at least 60% of the scheduled visit by the engineers of the COMPANY in a month will attract a further penalty of Rs. 1000/- which will

be deducted from the payment to be made to the COMPANY for the subsequent quarter.

12. COMPLIANCE WITH VARIOUS STATUTES:

- (i) The COMPANY shall ensure compliance of the provisions of the Contract Labour (Regulation & Abolition) Act 1970, Payment of Wages Act, 1963, Minimum Wages Act 1948, The Code on Wages, 2019 as applicable in Central Govt/ West Bengal (Whichever is higher), the Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Payment of Bonus Act, 1965, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and other applicable labour laws of Central and State Government prevailing in the country while engaging their employees for the work under the agreement. The COMPANY will have to ensure the compliance with payment of minimum wages as notified by the Central Government(Central Labour Commission under Gol)/Statement (whichever is higher) from time to time. The COMPANY shall treat all the resident Engineers as Highly Skilled. The BANK shall not be held responsible for any acts, commissions or omissions by the COMPANY in this regard and shall in no way be made liable to the employees engaged by the COMPANY. The BANK will be absolved from any obligations under the various Central Government/ State Government statutes regarding contract labour / minimum wages and the COMPANY shall keep the BANK indemnified against all actions that may be initiated against the BANK by any statutory authority for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the COMPANY to the Engineers deputed by it to the BANK. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the COMPANY, the BANK shall have the right to reimburse itself by way of adjustment from the COMPANY's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.
- (ii) The COMPANY shall indemnify and keep indemnified the BANK against all losses and claims, damages or compensation for breach of any provisions of the Code on Wages, 2019, 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 COMPANY shall be solely responsible for liabilities, if any, in this regard.
- (iii) The BANK reserves the right to verify compliance in this regard and the COMPANY shall produce evidence in support of payment of required minimum wages at any point intime. The BANK may require evidence of having the resident engineers on pay roll of the COMPANY as a regular employee.

- (iv) The COMPANY shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc. mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the BANK authorities for verification and record as and when so demanded. The COMPANY shall indemnify and keep indemnified the BANK against losses, claims, damages or compensation for breach of any provisions of applicable statute in force. The COMPANY solely shall be responsible for liabilities, if any, in this regard and shall indemnify the BANK against all claims made against the BANK in this regard. and regarding contract labour / minimum wages and the COMPANY shall keep RBI indemnified against all actions that may be initiated against the BANK by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by central and state Government), by the COMPANY to the Engineers deputed by it to the BANK.

13. FORCE MAJEURE:

- (i) If at any time during the continuance of this agreement, the performance under the agreement 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) 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 provided a notice of happening of any such event is given by such either party to the other within 21 days from the date of occurrence thereof. The agreement shall be resumed as soon as practicable after such event comes to an end or ceases to exist.

Provided further that if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days, either party may exercise its option to terminate the agreement.

- (ii) 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.

14. ARBITRATION:

In case of any disagreement or dispute arising between the parties in connection with the agreement, its interpretation, any payment to be made thereunder or any other thing in relation thereto or arising out of this contract, the BANK and the COMPANY shall make every effort to resolve the same amicably, by direct informal negotiations. If after 30 days from the commencement of such informal negotiation, the BANK and the COMPANY are unable to resolve amicably any such dispute, the parties shall make an effort to solve the same through appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Kolkata only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The Award of the sole arbitrator shall be final and binding on both the parties. The cost of arbitration shall be borne by the parties in equal proportions. During the pendency of the arbitration proceeding and validity of the agreement, neither party shall be entitled to suspend the work/service to which the dispute relates to on account of continuation of the arbitration procedure and payment to the COMPANY shall continue to be made in terms of the agreement.

15. JURISDICTION:

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

16. Complying with the Information Security Policy of the BANK:

- (i) The COMPANY shall 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.
- (ii) The COMPANY shall assure that its employees shall follow sound codes of practice in handling information systems as per the Information Security sub policies of the BANK. The engineers posted should maintain confidentiality of the IS Policy of the BANK and not disclose the same in public.

17. CONFIDENTIALITY:

- (i) The COMPANY acknowledges and undertakes that all materials and information which has or will come into its possession or knowledge in connection with this agreement or performance hereof whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the BANK, will at all times be held by it and its employees in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described under this agreement and release it only to employees requiring such information for the purpose of

performing obligations described herein and not to any other party. The COMPANY shall take appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

- (ii) The COMPANY undertakes that it and its personnel shall at all times comply with all the applicable security regulations from time to time within and outside the BANK's premises.

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

- (i) The COMPANY 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 filled before the Internal Complaints Committee constituted by the COMPANY and the COMPANY shall ensure appropriate action under the said Act in respect of the complaint.
- (ii) Any complaint of sexual harassment from any aggrieved employee of the COMPANY against any employee of the BANK shall be taken cognizance of by the Regional Complaints Committee constituted by the BANK.
- (iii) The COMPANY shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the COMPANY, for instance any monetary relief to BANK's employee, if sexual violence by the employee of the COMPANY is proved.
- (iv) The COMPANY shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

19. INSURANCE:

The COMPANY shall take "all risk policy" for the agreement value for the entire validity period of agreement and workmen compensation policy for the employees engaged by the COMPANY in the BANK premises. The Insurance policy will be valid / co-terminus with the period of agreement. The COMPANY shall indemnify the BANK for any loss or damage that may occur to persons or building or third party while executing the work. Third party liability for all risk policy shall be minimum Rs.2.00 lakh per person for any one accident or occurrence and Rs.5.00 lakh in respect of damage to property for any one accident or occurrence. These policies shall be valid till the completion of the Scope of Work. If the COMPANY does not provide these policies, the BANK reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the COMPANY.

20. NON-DISCLOSURE CLAUSE:

The COMPANY shall not disclose directly or indirectly any information, materials and details of the BANK's Infrastructure/ systems/ EQUIPMENTS etc., which may come to the possession or knowledge of the COMPANY during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The COMPANY shall treat the details of the agreement as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The COMPANY shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the BANK. The COMPANY shall indemnify the BANK for any loss suffered by the BANK as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the COMPANY and the BANK shall be entitled to claim damages and pursue legal remedies. The COMPANY shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The COMPANY's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

21. Business Continuity and Disaster Recovery Plan :

- a) The COMPANY shall have to design a Business Continuity and Disaster Recovery Plan with an 'all-hazards' approach that focuses on response to and recovery from disruptive events such as unavailability of staffs at workplace covering RBI Main office premises Kolkata, ZTC Kolkata and all the RBI residential colonies at Kolkata including Royd Street (if required). The plan has to be comprehensive written plan of action that sets out the procedures and systems necessary to continue or restore the operations in case of any disruption.
- b) The Company shall have to submit the Business Continuity and Disaster Recovery Plan document to the BANK within 15 (fifteen) days of entering into the contract.

22. 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 upto 60 days beyond the expiry of contract period. The PBG shall be released without interest after two (02) months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.

23. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

Chapter 4: Submission of Bids

1. Separate techno-commercial and price bids should be submitted at <https://www.mstcecommerce.com/eprocn> by **11:00 Hrs. of March 19, 2024**. Techno-commercial & price 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**) **Techno-commercial 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 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 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 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 Techno-commercial 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	Form 1 along with relevant documentary evidence
2	List of major customers/ clients in last 5 years and details of work carried out	Appendix-1 along with relevant documentary evidence
3	Clients' certificate regarding performance	Appendix-2
4	Details of the Service Centres and technical staff at Kolkata	Appendix-3
5	Details of qualified engineers at Kolkata	Appendix-4

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

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 Copies (it should be properly legible) of all the required documentary evidences(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 techno-commercial bid on <https://www.mstcecommerce.com/eprocn> **failing which the bidders shall be declared technically disqualified.**
- iii. Each page of the techno-commercial and price 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 Techno-commercial 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 techno-commercial 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, 2024**. After empanelment, the price bids of only qualified vendors (through technical evaluation) will then be opened for purpose of price bids evaluation. If any tenderer is found either not to submit price bid in the given format or violating any one or more of the given criteria for submission of price 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 techno-commercial evaluation and is valid **L1** in price bid shall be awarded the tender work.

Annexure I: Details of Computer hardware and peripherals

Part (a) Details of Computer Hardware & Peripherals

S N	Item	Description	Under FMS & AMC (Out of warranty)	Under FMS (Under warranty)	Total
01	PCs	Desktop PCs of make HP, HCL, Dell, Lenovo, IBM	462	288	750
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, DTC 1500 Card printers	189	131	320
03	Scanners	ADF, Flatbed, Dual/Duplex	40	11	51
04	Laptops	Laptops of make HCL, Dell and HP & MacBook, I-pad	110	91	201
05	Projector	Epson, Sony	06	00	06

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

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

15	Windows 7 and above
16	JAWS software as screen reader for visually blind
17	EKAMEV portal
18	Microsoft Intune
19	Windows Hello implementation
20	Other OS/ server related 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 and FMS services will have to be provided

1.	Reserve Bank of India, 15, Netaji Subhash Road, Kolkata, West Bengal – 700 001
2.	Reserve Bank of India, Zonal Training Centre & the RBI, Museum, 8, Council House St, Lal Dighi, BBD Bagh, Kolkata, West Bengal 700001
3.	Reserve Bank of India Senior Officers Quarters, 7 New Road, Alipore, Kolkata
4.	Reserve Bank of India Staff Quarters, Dover Lane, Kolkata
5.	Reserve Bank of India Staff Quarters, Salt Lake, Kolkata
6.	Reserve Bank of India Staff Quarters, Dum Dum, Kolkata
7.	Reserve Bank of India Officers Quarters, Ultadanga, Kolkata
8.	Reserve Bank of India, 6 Roydstreet, Kolkata – 700001

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

Annexure II: Indexation formula

Indexation formula for calculating the FMS Contract /AMC:

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

(A) Indexation Formula for AMCs / Passive Components / Labour charges

$$A_C = A_P [15 + \{45 \times (WPI_C / WPI_P)\} + \{40 \times (CPI_C / CPI_P)\}] \times 1/100$$

where,

A_C = Contract Amount for the current/new year;

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

WPI_C = Wholesale Price Index for Electrical Products six months prior to the Commencement date of contract for the current/new year;

WPI_P = Wholesale Price Index for Electrical Products six months prior to the Commencement date of contract for the previous year coming to an end;

CPI_C = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current/new year;

CPI_P = 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)

$$A_C = A_P [15 + \{85 \times (CPI_C / CPI_P)\}] \times 1/100$$

where,

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

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

CPI_C = Consumer Price Index for industrial workers for Urban/Mumbai City six months prior to the commencement date of contract for the current year

CPI_P = 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, Gol*
- *CPI: from the Labour Bureau, Gol*

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 Regional Director
Reserve Bank of India
Information Technology Cell
Kolkata – 700 001

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 Services (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, DIT, Kolkata” 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 – TECHNO-COMMERCIAL 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. Legal form 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.	Financials:	2020-21	2021-22	2022-23	Name of documentary proof required
a)	Annual Turnover				Extracts from Audited/Certified financial statements and Balance Sheets for last three financial years of the participating company/firm; or Certificate from Chartered
	i. Total ii. Of which from AMC/FMS services:				

					Accountant and authorized signatory
b)	Net Profit 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
Sr No	Particulars	Response			Name of documentary proof required
3.	Past Experience: 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. Value 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 Appendix-1

5.	i) No. of service set ups/repair centers at Kolkata: ii) No. of technical staff at the service centres:		Declaration by authorized signatory of the company as per Appendix-3
6.	No. of qualified Engineers in Kolkata:		Declaration by authorized signatory of the company as per Appendix-4
7.	Whether all the required details of qualified Engineers who will be posted in RBI, Kolkata and ZTC, Kolkata, in case contract is awarded, is provided?		Declaration by authorized signatory of the company as per Appendix-5
8.	Whether the tenderer has valid 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/Scheduled Bank; as per the format given in Appendix-6
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 Appendix-7
11.	Tax registration details of the tenderer: i. TAN Number ii. GSTIN 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

	iii. PAN Number		IT returns for last three financial years (2020-21, 2021-22 and 2022-23)
12.	Statutory Compliance of the tenderer: i. 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 Appendix-8
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 Appendix-9
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 Appendix-10
15.	Whether the vendor has deposited the EMD amount? If exempted, then what documentary proof has been submitted?		UTR Transaction Details as per Annexure IV . For exempted parties certificate of registration under Ministry of MSME.

Date:
person:

Signature of the authorized

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:
person:

Signature of the authorized

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/ FMS	
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/ FMS executed	
10	Whether the service provider employed qualified Engineer/Coordinator during AMC/FMS 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 Kolkata

Details of the Service Centers & Technical Staff at Kolkata

(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:**

.....

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

Date:
person:

Signature of the authorized

Place:

Full Name:

Designation:

Company's Seal

Appendix-4: Details of qualified engineers at Kolkata

Details of qualified engineers at Kolkata

(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*

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

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19				
20				

Please enclose additional sheet (if required)

Date:
person:

Signature of the authorized

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, Kolkata and ZTC, Kolkata:

(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.*

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.Sc. (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						
---	--	--	--	--	--	--

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 09/02/2024

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-black 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 January, 2019 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 -----20____.

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, IT Cell, Kolkata, representing us in all matters, dealing with RBI, IT Cell, Kolkata 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 202__

Place:

For and behalf of M/s _____

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

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

Name:

Name:

Designation:

Designation:

Signature.....

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 Regional Director
Reserve Bank of India
Information Technology Cell
15, Netaji Subhash Road
Kolkata
West Bengal
700 001

Dear Sir,

Sub: Annual Maintenance Contract for Computer Hardware and Peripherals of the Reserve Bank of India, IT Cell, Kolkata

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 ____ 202__

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 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.**

Comprehensive AMC and FMS rate for Computer Hardware, Software and Peripherals for RBI, IT Cell, Kolkata

(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)

Sr. No.	Item	Description	Units under FMS & AMC (out of warranty equipments) (A)	Per Unit Rate for FMS & AMC (₹) (B)	Total rate for FMS & AMC charges (₹) 1=(A×B)	Units under FMS (under warranty equipments) (C)	Per Unit Rate for FMS (₹) (D)	Total Amount for FMS charges (₹) 2= (C×D)

1	Desktops (SFF system & AIOs)	Desktop PCs of make HP, Dell, Lenovo, Acer etc.	462			288		
2	Printers (Comprehensive)	Laserjet Network Printers, Laserjet MFP Printers, Laserjet Personal Printers, Officejet/Inkjet Printers/Color, DD/PO Printer, All in One B/W and colour printers	189			131		
3	Scanners (Comprehensive)	ADF, Flatbed, Dual	40			11		
4	Laptops (Comprehensive)	Make HCL, Dell and HP & MacBook, Ipad	110			91		
5	Projector - (Comprehensive)	Hitachi, Epson	06			00		
					Total of all the above heads (X) -			Total of all the above heads (Y) -

Please Note:

- i. Please provide unit rates for items shown as 0 (Zero) also
- ii. The unit rates provided shall be applicable on per annum basis
- iii. The tenderer should take into consideration all the terms and conditions as per Section I to V while submitting their price bids.
- iv. The bidders / agencies / firms are advised to carefully go through the scope of work specified in the tender before submitting the Bid.
- v. Please provide unit rates for all the items
- vi. Rates quoted online (inclusive of GST) are to be for unit quantity of each item mentioned above.
- vii. 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 “Construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewage pipelines” Highly Skilled – Area A. Please refer the link '<https://clc.gov.in>' for the latest notification.
- viii. If any tender rates are found to be not reasonable or not fulfilling the minimum wages/labour rates & taxes, the tender will be treated as non-comparable and rejected itself without any further advice

Total Cost to the Bank (X+Y) : (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, 15 Netaji Subhash Road, Kolkata.

Date:

Time:

Signature of the authorised person:

Full Name

Designation:

Company's Seal