Notice Inviting Tender (NIT)

The Human Resource Management Department, Reserve Bank of India, Central Office invites e-Tenders from eligible tenderers for providing “Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Human Resource Management Department, Reserve Bank of India, Central Office, Mumbai, subject to the terms and conditions of this Tender. The contract will be valid for a period of 11 months from 1st May 2022 to 31st March 2023 and is extendable on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance/service rendered by the Vendor.

The Tendering will be done through the e-Tendering portal of MSTC Ltd. (https://www.mstcecommerce.com/eprochome/rbi). Interested tenderers must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

Tender document can be downloaded from both the RBI website www.rbi.org.in under tender section and www.mstcecommerce.com. Any Amendment(s) / Corrigendum /Clarification(s) with respect to this Tender shall be uploaded only on the RBI website / MSTC e-portal and will not be published in the newspaper. The Tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Bank shall have the right to cancel, modify the Tender and extend the deadline for submission of Tender. Further, the Bank reserves the right to accept any Tender, either in full or in part and to reject any or all the Tenders without assigning any reason thereof.
HUMAN RESOURCE MANAGEMENT DEPARTMENT
RESERVE BANK OF INDIA, CENTRAL OFFICE, MUMBAI

e-Tender – No. RBI/Central Office/HRMD/78/21-22/ET/582

for

Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for
Computer Hardware, Software and Peripherals at Human Resource
Management Department, Reserve Bank of India, Central Office, Mumbai.

Period of Contract: - 01.05.2022 to 31.03.2023.

Due Date and time of Submission of e-Tender: 04.00 PM on April 14, 2022

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Notice Inviting Tender (NIT)

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<td><strong>b. Name of Tender</strong></td>
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<td><strong>c. Mode of Tender</strong></td>
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<td><strong>d. Date of Notice Inviting Tender (NIT) available to parties to download</strong></td>
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| **f. Earnest Money Deposit** | Rs 20,000/- by NEFT in favour of Reserve Bank of India  
**Details for NEFT**  
Beneficiary Name: RESERVE BANK OF INDIA  
Beneficiary Ac No: 186003001  
IFSC -- RBIS0COD001 (7th character is Alphabet ‘O’, 5th, 9th and 10th character are digit ‘zero’)  
Please mention UTR transaction details while applying in the given format **Annexure – IV**  
Non-submission of EMD will render the tender unresponsive and will be rejected. |
| **g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi** | March 24, 2022 from 04:00 PM |
| **h. Date of closing of online e-Tender for submission of Techno-Commercial Bid & Price Bid** | April 14, 2022 at 04:00 PM |
| **i. Date & Time of opening of Part-I i.e Techncal Bid** | April 18, 2022 at 12:00 PM |
| **ii. Date & Time of opening of Part-II Price Bid will be informed separately** | |
| **j. Transaction Fee** | Payment of Transaction Fee, as mentioned in the MSTC portal, through MSTC payment gateway by NEFT / RTGS in favour of MSTC LIMITED |
DISCLAIMER

The Human Resource Management Department, Reserve Bank of India, Central Office, Mumbai has prepared this document to give background information on the Tender to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believes it to be in order, neither the Reserve Bank of India (RBI) nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

The Bank reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.
IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Tenderers are requested to read the terms & conditions of this Tender before submitting their online Tender.

THE TECHNICAL BID AND THE PRICE BID (Part - I & Part - II) HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

Process of e-Tender:
A) Registration: The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / her / their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

1). Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement → PSU/Govt depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.
2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, Vendors may contact RBI / MSTC (before the scheduled time of the e- Tender).

Contact person (RBI):
1. Shri Rushikesh Sontakke, Manager, IT Cell
   Phone: - 022-2260 1000 (4356); +91 9970195969
   Email id:- rmsontakke@rbi.org.in

2. Shri S Sathish Kumar, Assistant Manager
   Phone: - 022-2260 1000 (4356); +91 9894550899
   Email id:- sathishk@rbi.org.in

Contact person (MSTC Ltd.):
1. Ms Archana, Asst. Manager- archana@mstcindia.co.in - Mobile- 09990673698
2. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in – Landline - 022 22886268
3. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in - Mobile-09987758430
   Google hangout ID - (for text chat) - mstceproc@gmail.com

B) System Requirements:

i) Windows 7 or above Operating System
ii) IE-7 and above Internet browser
iii) Signing type digital signature

Latest updated JRE 8 (x86 Offline) software to be downloaded and installed inthe 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).

All entries in the Tender should be entered in the Formats as specified above without any ambiguity.

Tenders will be opened electronically on the specified date and time as given in the Tender.

Special Note towards Transaction fee:
The Vendors shall pay the transaction fee using “Transaction Fee Payment” link under “My Menu” in the Vendor login. The Vendors have to select the particular Tender from the event dropdown box. The Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Vendor shall generate a challan by filling up a form. The Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Vendor shall have the provision of making payment using their Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the Vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A Vendor will not have the access to online e-Tender, without making the payment towards the transaction fee.

NOTE – 1:

Tenderers 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. Information about Tenders / Corrigendum uploaded shall be sent by email only during the process, till finalization of Tender. Hence the Vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of Vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate). Vendors are advised to see Corrigendum, if any, before submitting their bids. e-Tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:
- a) The process involves Electronic Bidding for submission of Technical and Price Bid (Part - I & Part - II).

b) The Vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt. depts → Login under RBI → My Menu → Auction Floor Manager → Live Event → Selection of the live event.
c) The Vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that, they should click on the Technical bid. If the JAVA application does not run, then the Vendor will not be able to save / submit his Technical bid.

d) After filling the Technical Bid, Vendors have to click ‘save’ for recording the same. Once the Price Bid link becomes active and the details are filled up, Vendors have to click on “save” to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, Vendor has to click on the “Final Submission” button to register the bids.

e) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

f) In all cases, Vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.


g) During the entire e-Tender process, the Vendors will remain completely anonymous to one another and also to everybody else.

h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

i) 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 Tender inviting authority will form a binding contract between Tender inviting authority and the Vendor for execution of work.

j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

k) The Tender inviting authority reserves the right to cancel or reject or accept or withdraw or extend the Tender in full or part as the case may be without assigning any reason thereof.

Any deviation from the terms and conditions of the Tender document shall not be acceptable. Submission of bid in the e-Tender floor by any Vendor confirms his acceptance of terms & conditions for the Tender. Any order resulting from this Tender shall be governed by the terms and conditions mentioned therein.

Tenderers are requested to read the Tenderer guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

Tenderers shall quote only base rate without GST for each item as specified in the portal. No change in quoted rates will be accepted.

MSTC portal will be available from March 24, 2022 to April 14, 2022 for uploading the Technical Bid documents and for entering Price bid.
To
The Chief General Manager-in-Charge
Human Resource Management Department
Reserve Bank of India
Central Office, Mumbai

Dear Sir

Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at HRMD, CO RBI Mumbai.

I/We, having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Tender, I/We hereby offer to execute the works specified in the said Memorandum at the rates mentioned in the attached Schedule of Quantities (Annexure I) and in accordance, in all respects, with the specifications and instructions in writing referred to in the Articles of Agreement, Nature and Scope of Work, General Terms and Conditions, Schedule of Quantities and Conditions of Tender / Contract and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

<table>
<thead>
<tr>
<th>(a)</th>
<th>Description of works</th>
<th>Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at HRMD, CO RBI Mumbai.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Estimated cost</td>
<td>₹10,00,000/- (excl.GST)</td>
</tr>
<tr>
<td>(c)</td>
<td>Earnest Money Deposit</td>
<td>₹20,000/- (Rupees Twenty thousand only)</td>
</tr>
<tr>
<td>(d)</td>
<td>Period of Contract</td>
<td>Initially, the contract will be awarded for 11 months from May 01, 2022 to March 31, 2023. The tenure may thereafter be extended for further period, on mutual consent, subject to satisfactory performance / service rendered by the Tenderer</td>
</tr>
<tr>
<td>(e)</td>
<td>Validity of Tender</td>
<td>90 days from the date of opening of Part I of the Tender</td>
</tr>
</tbody>
</table>

2. I/We undertake to offer my / our services in conformity with the scope / nature of work and the terms and conditions set out in the Tender document. I/We confirm that the Tender submitted by me/us is conforming to all the terms and conditions mentioned in the Tender document.
3. Should this Tender be accepted, I/We hereby agree to abide by and fulfill the scope / nature of work and the terms and conditions set out in the Tender document, so far as they may be applicable or in default thereof to forfeit and pay to the Bank the amount mentioned in the said conditions.

4. Earnest Money Deposit (EMD) has been paid as per the instructions given under the Terms and Conditions and the same shall not bear any interest. Should I/We fail to execute the Contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India / Bank.

5. I/We agree to remit Security Deposit @ 5% of the contract value in the form of Performance Bank Guarantee (PBG) upon awarding the work to me/us, which shall not bear any interest. Should I/We fail to remit the said sum within the stipulated timeframe, I/We do hereby agree that EMD paid by me/us shall be forfeited by me/us to the Reserve Bank of India / Bank.

6. I/We agree that our Tender remain valid for acceptance by the Bank for a period of 90 days from the date of opening of Part –I of the Tender or till the date of finalization of Tender, whichever is earlier.

7. I/We, do hereby confirm that all statutory requirements, applicable in respect of the contract shall be strictly complied-with by me/us during the tenure of the contract and shall strictly ensure compliance to all requisite payments, including payment of at least minimum wages, ESIC, EPF, Bonus, etc. to our staff deployed at the Bank.

8. I/We do here by declare that there is no case with the Police/Court/Statutory/Regulatory authorities against me/us. I/We have neither been suspended / delisted / disqualified by any organization for any reason nor any such proceedings are pending / contemplated against me/us. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

9. I/We certify that all the information furnished by me/us is true to the best of my / our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visit to our service set-up/repair center located in Mumbai, as stipulated at para 6 (iv) of Section IV of the tender.

10. All necessary documents, as stipulated in the tender, are uploaded.

11. I/ We understand that the Bank reserves the right to accept or reject any or all the Tenders in full or in part without assigning any reason there for.
Dated this day of 2022.

For and on behalf of M/s ____________________________
(Signature with seal)

Name: ________________________________

Designation: ________________________________

Address: ________________________________

Telephone No. : ___________________________ Fax No : ______________

E-mail: ________________________________

Witnesses

a. Signature with Name, Address & Date

b. Signature with Name, Address & Date
Part-1
Section- II
Pre-qualification and Tenderer’s Eligibility Criteria

E-Tenders are invited from eligible tenderers for providing “Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals” at Human Resource Management Department, Reserve Bank of India, Central Office, Mumbai. The contract will be initially for a period of 11 months, commencing from May 01, 2022 to March 31, 2023 and extendable for further short periods or for a period of two years (One year at a time) at the same rate / mutually agreed rate which shall be at the sole discretion of the Bank, depending on the performance/service rendered by the Tenderer. The e-Tenders comprising both Part I (Technical Bid) and Part II (Price Bid) shall be submitted through the MSTC website under RBI portal not later than 04:00 PM on A p r i l 1 4 , 2 0 2 2 . Duly filled-in details of Part - I of Tender should be uploaded in the MSTC portal and Part II (Price Bid) should be submitted on-line in Price Bid format of MSTC portal. Any indication on rates quoted in Price Bid format or uploading of Price Bid along with Part-I documents, (i.e. other than on-line submission of the same), may lead to disqualification of the tender submitted.

2. Eligibility Criteria: The tenderer’s eligibility criteria are prescribed as under. Only those tenderers who possess the said eligibility criteria may apply.

1. Composition of the tenderers - The tenderer must be currently a legal entity such as a limited Company/firm or registered partnership firm, or an LLP governed by the Limited Liability Partnership Act 2008 and shall furnish, in proof of the same, documentary evidence such as copy of the Certificate of Incorporation/ Memorandum and Articles of Association/Partnership Deed/ other relevant documents, etc. Tenderers should have applicable tax registrations (PAN, TAN, GSTIN etc.) supported by documentary evidence.

2. The tenderer shall be a professional Vendor, experienced in providing Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals to banks, Central Government Institutions, Financial Institutions & Corporate Houses, large companies, international/domestic airports, etc, and having eligibility as per the tenderer’s eligibility criteria as given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Tenderer’s Eligibility Criteria</th>
<th>Documents to be Uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Prior Experience:</td>
<td>Details of atleast one similar work carried out by the tenderer atleast for the last 5 years ending February 28, 2022 such as the name of the client, value of work executed, etc., as per the format given in Annexure – VII shall be submitted. The tenderer should submit documentary evidence in support of this, such as copies of Work Order/s, Completion Certificate/s, issued to the tenderer in this respect. The details alongwith documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center should also be given.</td>
</tr>
</tbody>
</table>

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2. **Qualifying Works:**
The tenderer should have successfully executed “similar works” during the last 5 years ending February 28, 2022, individually costing as under:

(a) Three similar services, each costing not less than ₹4,00,000/-

(b) Two similar services, each costing not less than ₹5,00,000/-

(c) One similar service, costing not less than ₹8,00,000/-

For establishing the same, the tenderer should submit copies of work order/s for such similar work/s, during last 5 years as on February 28, 2022 and also copies of the respective completion certificate/s. Details to be mentioned as per the format given in Annexure – VIII-A.

**Note:** “Similar Services” means providing Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals to banks, Central Government Institutions, Financial Institutions & Corporate Houses, large companies, international/domestic airports, etc.

3. **Annual Turn Over:**
The tenderer should have a minimum annual turnover of ₹10,00,000/- during the last 3 years (2018-19, 2019-20 and 2020-21). To establish the same tenderer should submit audited Financial Statements (i.e.; Statements of Profit and Loss Account and Balance Sheet for the said years).

Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders / IT Returns along with the latest audited final accounts of the business of the tenderer duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be uploaded in proof of their credit worthiness and turnover for the last three years. Annual Turnover details shall also be furnished in Annexure-IX.

4. **Banker’s Solvency Certificate:**

Bankers’ Solvency Certificate of value not less than estimated cost of the contract as per the proforma given in Annexure–XIII to be uploaded along with the technical Bid.

5. **Service Set-up/Repair Centre in Mumbai.**
The tenderer should have a full-fledged service setup/repair centre with adequate technical staff and equipment for repair work at Mumbai where from required quality services (99% uptime for PCs and 98% uptime for peripherals) can be regularly provided. Details of service centre at Mumbai should be provided as per Annexure X. The Bank reserves the right to inspect the tenderer’s repair center/service setup in Mumbai and satisfy itself about the quality and reliability of service that can be rendered by the tenderer before opening the concerned tenderer’s part-II (Price bid) and it may reject the tender in the event of dissatisfaction with tenderer’s infrastructure or otherwise.
Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software & Peripherals at Human Resource Management Department RBI, CO

6. **Client Certificate:** The tenderer should furnish their Client list showing the details of work carried out by them during the last 5 years ending February 28, 2022. The list shall include details such as, Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc.

The details shall be submitted as per format at Annexure XI.

7. **ISO Certification:** The tenderer must have valid ISO certifications for:

   a) IT services- Valid ISO 20000-certification (Accreditation for IT Service Management)

   b) IT security- Valid ISO 27000 series certification relating to Information Security

The tenderer has to submit documentary evidence for the same.

**Note:** The tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out similar works for the Reserve Bank of India.

**Note:** The intending tenderers shall have to satisfy the Bank with documentary evidence in support of their possessing required eligibility (as specified in para ‘2’ above) for participating in the Tendering process and in the event of their failure to do so, the Bank reserves the right not to process their Tender. For this purpose, the tenderer shall be required to submit the mandatory information / documents in proof of their eligibility to take part in the Tendering process upto the last date.

3. The tenderer shall also possess eligibility as per the eligibility criteria given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility</th>
<th>Documents to be uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Track record of the tenderer shall be clean without any involvement in any illegal activities or financial frauds.</td>
<td>Declaration in the format (as per Annexure – XIV) as duly signed by the authorized signatory on behalf of the tenderer, to be uploaded with regard to eligibility criteria at</td>
</tr>
<tr>
<td>2.</td>
<td>There shall not be any case with the Police / Court / Regulatory authorities against the tenderer.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The tenderer must not have been suspended / delisted / disqualified by any organization including the Reserve Bank of India, on any grounds.</td>
<td></td>
</tr>
</tbody>
</table>
5. The tenderer should not have abandoned any Contract awarded by any of his clients before the expiry of prescribed period of Contract. The tenderer shall give details of all disputes he / she had with his / her clients and furnish the status thereof, in the absence of the same, A declaration to that effect to be furnished in **Annexure – XIV**

6. The tenderer shall have applicable and valid registrations with statutory authorities constituted for Labour Welfare and for other purposes such as ESI, EPF, PAN, GST, etc., and shall submit details of the same in **Annexure – VI** and upload the documentary evidences to this effect.

7. The Tenderer shall have current account in a scheduled commercial bank

8. Power of Attorney / Declaration duly authorizing the person on behalf of the tenderer to sign the Tender related documents and also to deal with Tender related matters as per **Annexure – III** (Original to be submitted by the successful Tenderer to the Bank)

9. **Undertaking & Certificate of Indemnity**: The tenderer must submit **duly stamped and signed (by authorized official)** an undertaking and certificate of indemnity as per **Annexure-XIX**. In the event of non-submission of the same by the tenderer, it will be treated that the tenderer does not agree with the stipulated terms and conditions and hence the bid is liable to be summarily rejected.

Tenderers who qualify as above will only be eligible to Tender for the work. A Tender submitted by a firm, without uploading the above documents / details shall be liable to be rejected.

**Note:** If the performance of the tenderer is / has been found to be unsatisfactory for any reasons, whatsoever, in any organization including the Reserve Bank of India, then the Bank reserves the right to reject the bids submitted by such tenderer.

**Note:**-Only those tenderers, who qualify as above, will be eligible to tender for the work. A tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection. The tenderer must provide documentary evidences in the respect of all the above-mentioned eligibility criteria. All the supporting documents should be duly stamped and signed by authorized signatory. All documents shall be uploaded in e-tender portal. Physical submission of documents shall not be accepted.
4. Check List of the documents to be uploaded in Part - I of the Tender in respect of fulfilling their eligibility with suitable file names as indicated.

i) Form of Tender (to be signed by the authorized signatory)

ii) Basic Information about the tenderer in the prescribed format of Tender- (Annexure – VI)

iii) Power of Attorney/ Declaration- Annexure-III

iv) Copy of Certificate of Incorporation/Memorandum and Articles of Association/Partnership Deed/ other relevant documents, etc.

v) Copy of PAN/TAN/GST Registration.

vi) Copy of EPF and ESI Registration Certificate.

vii) Copies of Audited financial statement for turnover for last 3 years, i.e., P & L Statements and Balance Sheet for 2018-19, 2019-20 and 2020-21, Copies of Income Tax Clearance Certificates /Income Tax Assessment Orders / IT Returns along with latest Audited final accounts of the business of the tenderer duly certified by a Chartered Accountant or certificate of turnover issued by a Chartered Accountant should be uploaded in proof of their credit worthiness and turnover for the last three years, i.e., 2018-19, 2019-20 and 2020-21 (File name eg: FS1, FS2 etc).--List of similar works being executed presently by the tenderer with all the details (File name eg: CW1,CW2 etc.)


ix) List of completed works with all the details (File name eg: CW1,CW2 etc.)- Annexure-VII

x) Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work for establishing the qualifying works executed by the Tenderer during the last five years ending February 28, 2022. (file name eg: QWO1, QWO2 etc.)- Annexure -VIII-A

xi) List of works currently being undertaken by the tenderer (Annexure-VIII-B)

xii) Annual Turnover details as per Annexure -IX

xiii) Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s, completed during the last five years ending February 28, 2022 for establishing prior experience for five years (file name eg: WO1, WO2 etc.)-

xiv) Service Set-Up/Repair centre details in Annexure-X

 xv) Declarations in respect of conditions at para 3 (1 to 5) of the Tender, as per the format in Annexure-XIV

xvi) Undertaking and Certificate of Indemnity (Annexure –XIX)

xvii) Declaration as per Annexure- XIV duly signed by the authorized signatory.

xviii) Legal requirements form as per Annexure- XV

xix) Proof of remittance of Earnest Money Deposit as per Annexure-IV.

xx) Certificates from the clients for having rendered satisfactory service to them by the bidder, preferably during the last three years as per the format given in Annexure –XI

xxi) Details of Bankers (Scheduled Bank) as per Annexure-XII

xxii) Banker’s Solvency Certificate as per the format in Annexure – XIII

xxiii) List of deviations if any (in commercial terms and conditions/technical specifications)-

xxiv) Any other information relevant to the proposed work (in Tenderer’s own letter head)
Part-1
Section III

Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Human Resource Management Department, Central Office, Mumbai.

Nature and Scope of Work

1. Nature of Work:

The Bank has a heterogeneous (make/model) set of Computers, Laptops/iPads, Printers and Scanners, etc. The tenderer shall provide Comprehensive Annual Maintenance/Service to these computer peripherals, under which preventive and corrective maintenance, repair/replacement of parts, shifting of components, etc., will have to be carried out by the AMC/FMS provider. Nature of Work covers on-site Service/Maintenance of Computer Hardware, Computer Systems, Laptops/iPads, Printers, Scanners, etc. and Computer Software. The Tenderer should have the capability to handle AMC for all brands and makes of computer systems and peripherals and shall provide AMC for all hardware items and support for Operating Systems / Systems Software listed in Annexure XVI & XVII. It may please be noted that the list of items is indicative. The number of computer systems and peripherals may undergo change subject to the same being added / deleted from the Inventory of the Bank at the time of the commencement of contract and also during the tenure of the contract. The tenderer should have adequate technical staff with expertise in dealing the following issues:

- Any issue relating to Printers, Scanners and Desktops
- User’s Desktop PC-Trend Micro (antivirus) related
- User’s Desktop PC-AD related
- User’s Desktop PC-SCCM related
- User’s Desktop PC- Outlook/ Email related

Necessary technical assistance and advice shall be extended by the Vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems in accessing the various application software on the computer systems, etc. covered under AMC/FMS. The Vendor will also have to coordinate and assist in resolving issues with the technical team of other Vendors such as Network, Firewall, MPLS, etc.

2. Place of Work:

Reserve Bank of India, Human Resource Management Department, 20th floor & 21st Floor, Central Office Building, 2nd Floor, Main Building, Fort, Mumbai - 400001, 5th & 6th Floor, C-7, RBI Building, Bandra -Kurla Complex, Reserve Bank of India, Mumbai – 400051 and residences of Senior officers of HRMD CO, Mumbai.

3. Scope of Work:

(I) The scope of coverage of the AMC/FMS will be maintenance/service for the computer hardware, software and peripherals for all the items listed in Annexure XVI & XVII of the Tender Notice. Technical support for software listed in Annexure XVII must also be provided. The Bank
has a heterogeneous (make/model) set of computers (either diskless nodes or disk nodes) and laptops with Windows 7 / 8 and 10 and above as operating system, set of printers {Network Laser Jet Printers (color and black & white), desk top laser jet printers, desk top inkjet printers, Office Jet printers, All in One Printers} and Scanners. These computer peripherals will be covered under comprehensive AMC contract under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of components will have to be carried out by the Vendor.

(II) The scope of work shall include: -

(A) To Provide Level -1 Support: -The hardware systems which are covered under warranty and are not under the purview of AMC, the Vendor is required to provide **Level 1 support**. This shall include receiving and attending the user calls and identifying the problem, smooth & seamless services to the users by spot problem detection, escalate the service call to the concerned Vendor/OEM and coordinate with them for resolution of problem if any, without breaching the warranty terms and conditions. The onus will lie on the Vendor to ensure that the calls are closed. Level-1 support includes necessarily follow up with Vendor/OEM concerned, till the system gets repaired or replacement of equipment or any parts/ components of the equipment is/are done and also intimate the IT Cell officials regarding the progress in this regard. The Tenderer should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in **Annexure XVI** so as to ensure that priority support level from OEM will be available to tenderer for problem resolution.

(B) Preventive Maintenance: -

During the period of the Contract, the Vendor shall maintain the computer equipment in good working condition for which the preventive maintenance service of the components is as important as prompt corrective maintenance service since regular and proper preventive maintenance service ensures trouble-free performance of the components. Preventive maintenance activity will include updating of patches/service packs, carrying out systems diagnostic test and taking remedial action, etc. The Bank has automatic anti-virus updating System. However, the Vendor shall be responsible for checking/ensuring updating of anti-virus files on all machines covered under the AMC, if required. The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, power supplies (SMPS) etc. The time for such schedules will have to be specified in advance in consultation with the IT Cell. The scope of work under Preventive maintenance will be designed in consultation with the Vendor’s representative on the lines as specified and recommended by the original manufacturer/best practices.

(C) Corrective Maintenance: -

The corrective maintenance means identification of problem and its rectification which may include reloading of operating system, reloading/configuring of printer, un-installation/installation of application software either developed in-house or developed by the 3rd party (upon the approval of DIT, CO), printer drivers, anti-virus agent, smart card reader drivers, manually updating of anti-virus (in rare cases), performing manual scan and sharing the risk logs/scan logs, supporting VC System operation, review of IT Assets, operating Projectors and display screens. In case of corruption of data during replacement of Hard Disk, its recovery shall be the responsibility of the Vendor and Vendor shall maintain the licensed data recovery software for the same.

(D) Replacement of defective parts with new & genuine parts:

(i) The replacement of defective parts (electrical/mechanical/others) means either repair or
replacement of parts at the site of installation. The vendor shall replace any worn out or defective part/component of all the IT assets under this AMC, at no extra cost to the Bank. All the components of the equipment shall be covered under this agreement, excluding consumable articles (cartridges, toners, fuser unit, laptop battery, printer head, ribbon, etc) and non-functional parts such as plastic casings, covers, etc..

(ii) In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same specifications/make/model. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the vendor shall provide alternate/substitute system/s of same or higher configuration at its own cost and responsibility till the equipment/s get repaired or replaced.

(iii) The above-mentioned exercise in r/o replacement of defective parts or servicing of the same shall be done while ensuring the proper housekeeping of the replaced or worn out/defective parts.

(E) Safe Shifting / relocation of Computer Hardware / Peripherals: -
To undertake shifting and reinstallation of equipment/s covered under AMC, if required, shifting of IT equipment will be done as follows, at no extra cost to the Bank.

(i) Within the Bank Premises: The Vendor should arrange for safe shifting of computer Hardware within the office, if required, or within the departments/buildings in the Bank premises or between two locations as per requirement and direction of IT Officials.

(ii) From the Bank to Vendor’s place & back: The Vendor should arrange for safe shifting of component from the Bank to the Vendor’s place and back for repairs/replacement etc. The Vendor should maintain proper record of such type of asset movement which shall be certified by the IT Officials of the Bank.

(iii) From Bank’s location to another location: The Vendor should arrange for safe shifting and setting up the IT Hardware/Peripherals in any of the locations in Mumbai, as indicated in Annexure-XVIII. In such cases, transport arrangement will be made by the Bank.

Note:
(i) Shifting of machines will be done at no extra cost to the Bank, except as indicated at para (E-iii) above. No separate travel, handling or carriage cost will be borne by the Bank to the engineers while servicing the systems in location as mentioned in Annexure – XVIII.

(F) Other Terms and Conditions: -

(i) The vendor 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.

(ii) The vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within 24 hours of lodging the complaint by the Bank, failing which the Vendor shall provide, at their own cost, requisite hardware/software to ensure business continuity. The Complaint may be lodged by the Bank by any or all of the method viz.
Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software & Peripherals at Human Resource Management Department RBI, CO

verbal, online complaint tracking system, e-mail, Telephone or similar mode. All repair/replacement and servicing of equipment will have to be carried out at Bank’s locations as specified. If the fault is serious in nature and requires the support of Service/Repair Centre, thereby necessitating shifting of the equipment, the Vendor shall arrange shifting/transportation, installation, re-installation, loading of software packages (both the system and application software, if any) at no extra cost to the Bank.

(iii) The Vendor shall, upon direction of officials concerned, configure Outlook/ install application software/ make configuration changes in the equipment covered under AMC, at no extra cost to the Bank. Necessary technical assistance and advice should be extended by the Vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem accessing various software applications on the computer systems, etc. Whenever IT Assets need to be disposed-off, the necessary data sanitization in the equipment shall be carried out by the Vendor.

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

(G) Deployment of Resident Engineers (REs), their Professional qualifications and related conditions of contract.

The Vendor shall normally provide to the Bank four (04) qualified Resident Engineers (REs) consisting of (01) one team leader and three (03) Resident Engineers. The Vendor should ensure that all the four (04) engineers deployed should have the minimum qualifications and service requirements as indicated below. The team leader should have a Diploma in Computer Science/IT/Hardware/Networking with CCNA, MCSE certification with a minimum of five (05) years post qualification experience in providing maintenance/service in Computer hardware and various operating systems preferably in large IT companies/PSUs/FIs etc. or Graduate degree in Computer Science / IT/Electronics or B.E. / B.Tech in Computer Science/IT / Electronics or MCA with a minimum of three (03) years post qualification experience in providing maintenance/service in Computer hardware and various operating systems preferably in large IT companies/PSUs/FIs etc. The Team Leader shall be treated as a highly skilled labour for role and payment purpose.

The other three (03) REs should have a degree in Computer Science/IT or Diploma in Computer/IT/ Hardware/Networking preferably with CCNA, MCSE and CISCO certification for dealing with issues relating to Networking, Windows server (2003 above) Operating systems, Antivirus software, Microsoft Office 2013 or above, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) with at least two (02) years post qualification experience in providing maintenance/service in computer hardware/peripherals and in various operating systems. All REs together with the team leader should carry out all the preventive, corrective maintenance and trouble shooting. The REs shall be treated as a skilled labour for role and payment purpose.

(i) The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or additions or replacements in the event of absence/engineer leaving employment of Vendor etc. All the REs should have good communication skills, positive
attitude and technical understanding and knowledge. The Vendor should provide the bio-data and information in respect of REs deployed at the Bank, in advance. The number of engineers, required to be deployed to the Bank, may undergo addition/reduction, depending on the job requirement and the given situation, which shall be effected with due advance intimation to the Vendor and shall be accepted by the Vendor. In such cases reduction in payments to the Vendor shall be made accordingly.

The normal working hours for REs will be from 9:30 AM to 6:00 PM and the REs shall report to the Information Technology Cell on all working days except Saturday, Sunday & holidays during office hours as mentioned above.

Note:- The timings as above may undergo changes as per the requirement of the Bank. Under special circumstances such as Half Yearly/Annual Closing of Bank’s Accounts or any unforeseen / unavoidable circumstances of the Bank etc., be it a working day or Saturday, Sunday or holiday the working hours shall vary as per the given situation and at a proportionate compensation as may be mutually agreed.

(i) The Vendor should not rotate/change their resident engineers frequently and keep deployed the same REs for the whole contract period of 11 months. The Vendor should inform the Bank in writing well in advance about the change of RE, in case of unavoidable circumstances that necessitates change of RE.

(ii) The REs are required to use the identity card issued by the Bank within the Bank’s premises during the duty hours. The Resident Engineers at Bank’s location/s will be governed by the codes and ethics of the work place and shall be subjected to verification by the Security Personnel deployed for the purpose. The Vendor shall submit to IT Cell, on award of the contract, the bio-data of REs being deployed to the Bank along with their photographs and their police antecedent report. The Vendor shall also provide mobile phone to the Team Leader.

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

(iv) The REs deployed to render services shall be skilled, trained and preferably possess certification such as CCNA, MCSE or any other certificates proving the skill sets other than mandatory qualifications, for delivery of the services mentioned in this document.

(v) The REs shall be dedicated personnel for a location who shall be
   a) responsible for handling problems
   b) qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Modems and Routers.
   c) qualified enough to do first level diagnosis and troubleshooting problems relating to standard software such OS, Internet Explorer, Microsoft Office, or Microsoft Exchange, Anti-virus, etc..
   d) capable of troubleshooting problems encountered by the end users in Customer applications.
   e) having the training and experience of managing and troubleshooting the problems under environments like Windows XP and above / Windows 2008 server and above, LAN / WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc.
(vi) The REs/qualified service personnel of the Company/firm/firm are required to carry in person their Company/firm/firm provided photo identity card during their term in the Bank. The tenderer, upon acceptance of the offer for AMC is required to provide certified introductory letters with photographs for the service personnel.

(vii) The team leader should be responsible for the decisions that need to be taken on time-to-time basis and also should be responsible for organizing, planning, directing & execution of assigned task. The team leader shall coordinate and follow up the overall activities for the location and should have experience and proven expertise in managing similar capacity and should have a minimum of three years’ experience with minimum one year as a team head.

(viii) The Resident Engineers at Bank’s location/s are governed by the codes and ethics of the work place and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. The Vendor should ensure that character and antecedents of REs deployed are verified from police authority before their deployment. Vendor has the responsibility of arranging/submitting Police Verification Report of the resident engineer, to the Bank.

(ix) The tenderer should have adequate number of technically qualified engineers posted at Mumbai preferably with MCSE and CISCO certification for dealing with issues relating to Networking, Windows server (2003 and above) Operating systems, Antivirus software, Microsoft Office 2013 & above, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) among others. The tenderer should be presently maintaining site/s in Mumbai where support is provided to the above-mentioned software.

(x) REs should maintain a health-card for all items of equipment covered under AMC. The Vendor shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded.

(xi) The REs will manage the call management system and ensure that all minor/major service calls are logged and ticket generated and will provide Monthly Call Analysis Report to IT Cell.

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

(xiii) The Bank will have the right to call the resident engineers in case of urgent need on other days also, apart from normal working days. The Bank will also have the right for interchangeability of Resident Engineers deployed between locations. The Vendor shall correct any faults and failure in the equipment’s and shall repair and replace worn-out or defective parts of the equipment’s during the Bank’s normal working hours. The REs have to maintain (manually or through an application) the following:
i. **Inventory Register** - Details of all hardware and software at the Bank under AMC and under manufacturers 'warranty'.

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

iii. **Vendor Register** - Details of all third-party Vendor, if any, and details of calls logged with these Vendors.

iv. **Complaint Register**: -The complaint redressal must be properly documented. Details of complaints received and attended must be immediately documented. Rectification/disposal of complaints with due acknowledgement from users must be reported to Officials of IT Cell of the Bank on a daily basis.

(v) The vendor shall maintain the proper and full records of shifting of assets from one location to another which shall be updated as and when shifting takes place and the same shall be timely reported to IT Officials of the Bank and get certified by them.
Part- I Section IV

Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Human Resource Management Department, Reserve Bank of India, Mumbai

General Terms and Conditions

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

2. The tenderer must convey its acceptance of all terms & conditions of the tender in form of tender (Section - I of the tender), which shall be duly signed by the authorized signatory and uploaded the same along with Part 1 documents.

3. Tenders shall be submitted in two parts viz. Part I containing Pre-qualification and Eligibility Criteria and technical details of the offer and Part II containing prices only latest by 04.00 PM on April 14, 2022. The rate quoted should cover comprehensive maintenance service for all items of computer equipment and the maintenance of operating system, software, installation, configuration of application/packages (connection of computer to projector for presentation), etc. as per the Price bid format in Annexure I. The tenderer shall also provide support for the IT inventory under warranty which inter-alia includes providing all support services, other than parts replacement, logging of calls, follow up with OEMs etc. The tenderer should factor in the entire cost of maintenance support within the AMC value.

4. Part I-Technical Bid should contain the information/documents, as indicated in check list of documents to be uploaded, which should not contain any information on price for the proposed work. Part I documents are to be uploaded in MSTC portal. All the documents should be indexed, flagged and page numbered.

5. The format of Part II- Price Bid is given in Annexure I is for information of tenderers, i.e. for illustrative purpose. Please note that Price Bid (Part-II) is to be filled only online on MSTC e-tender portal and no indication of prices should be furnished along with Part I documents, failing which the tender submitted shall be liable to be disqualified.

Note :-

i) Before quoting Price bid (Part II), the tenderer should take note of all requirements as specified in Section III- Nature and Scope of Work- and also take into account all necessary
statutory requirements/payments, in respect of payments to the REs deployed to the Bank which shall include payment of minimum wages (Central Government minimum wages).

ii) Replacement of Assets: - Tenderer should also note that replacement of IT Assets with new ones may also take place during the contract period, resulting in reduction of number of assets under AMC category, as new IT assets purchased will be under Warranty for minimum three years and the same will be transferred to AMC category after warranty period. Further, the assets under AMC list may also undergo disposal during the tenure of contract which also cause to reduce the assets to be serviced/maintained. In all such cases, there shall be variation in payment accordingly, as the payment is based on the number of assets being provided maintenance/service by the Vendor.

6. Evaluation of bids:

   A. Technical Bid

   i) The technical bid (Part 1) will be opened first and evaluated to determine responsiveness and completeness to the pre-qualification and eligibility criteria. Any clarification/rectification in case of deviations, in the technical bids at this stage, will be called for in writing or by email. Failure to submit the same within the specified time limit may result in rejection of the bid.

   ii) The Technical Committee formed for the evaluation of the bids/proposals will take into account the eligibility criteria stipulated in the tender. Part II - Price Bid of only those tenderers, who are found to be satisfying the eligibility criteria, will be considered for opening.

   iii) If the performance of the tenderer is / has been found to be unsatisfactory for any reasons, whatsoever, in any organization including the Bank, then the Bank reserves the right to reject the bid submitted by such tenderer.

   iv) The Bank may obtain reports on past performance of the tenderer from their clients. The Bank may evaluate the said reports before opening of the Part II of the tender. The Bank may also conduct visit to the service set-up/repair centre of the tenderer, located in Mumbai to ascertain the whereabouts of the said establishment. 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/her offer even after opening of Part I of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the price bids of only technically qualified tenderers will then be opened for the purpose of Commercial evaluation.

   B. Evaluation of Price Bid: -

   (i) The prices shall be quoted as per the format given in Annexure-I (Price Bid). Amount quoted against each AMC and FMS items in Price Bid format should include the cost of 04 resident engineers who shall be posted at the Bank for providing AMC & FMS support. The Price quoted in respect of four (04) Resident Engineers must not be less than the minimum wages (Basic + VDA) specified by Chief Labour Commissioner, Government of India vide its order F.No.1/26(3)/2021-LS-II dated 28.10.2021 under Category “Industrial Workers employed in Building operations” – Highly Skilled/Skilled/Clerical - Area A. Non-compliance to the above
minimum wages requirement may lead to the disqualification of the tender. All the prices quoted shall be in Indian Rupees.

(iii) The tenderer shall quote price exclusive of GST and inclusive of all other applicable taxes, duties, insurance, applicable statutory dues, etc. Selected Vendor can claim applicable GST on the respective prices quoted by him/her in their quarterly invoice for payment, which shall be paid by the Bank. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations of any taxes, levies, duties, etc.

iv) The quoted price shall also include the amounts payable towards ESI, EPF, Bonus or any other compensation under various labour laws, as applicable. If ESIC contribution and payment of Bonus are not applicable for the REs to be posted at the Bank, Mumbai, then the tenderer must submit documentary proof in this regard along with Annexure-XX. After opening of price bid, any deviation found in this regard will lead to cancellation of the bid submitted by the tenderer.

v) The tenderer who quotes the lowest total cost towards providing the AMC/FMS shall be considered as the L1 tenderer.

7. Deviations to the terms and conditions, if any, shall be clearly mentioned by the Tenderer in the Technical Bid. Non-mention of deviation shall imply compliance of the tenderer with the tender conditions and requirements. Further, the Bank reserves the right to reject an offer on account of any deviation at any stage. No deviation will be allowed in the Price Bid, which is meant only for the quotation of offer price/ rate.

8. Earnest Money Deposit: Tenderer shall deposit the Earnest Money Deposit (EMD) of ₹20,000/- (Rupees Twenty thousand only), which shall be remitted to Bank account of Reserve Bank of India through NEFT/RTGS, as per the details given at Schedule of Tender (SOT). No interest will be paid in EMD. Earnest Money Deposit of unsuccessful Bidders will be refunded by the Bank after award of work to Successful Bidder.

9. Security Deposit: - As a security for due fulfillment of the terms and conditions and obligations of the service contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG), as per Annexure-V, of 5% of the value of AMC, which shall be valid for two months beyond the period of Contract. The Vendor shall renew the Performance Bank Guarantee for a further period upon renewal of the contract for the work by the Bank. If the successful tenderer fails to submit the Performance Bank Guarantee In lieu of Security Deposit within the stipulated time frame or fails to commence the contract within the stipulated timeframe, the EMD of the tenderer shall be forfeited. In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee In lieu of Security Deposit submitted by the tenderer will be liable to be forfeited/invoked besides annulment of the contract. The PBG shall be released without interest after two (02) months of completion of the contract period only after the Bank being satisfied of the successful completion of the contract and if there are no liabilities from the tenderer or its employees to the Bank. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc. thereof.

10. The said Security Deposit shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Vendor and/or loss/damage, if any, sustained by the Bank, Mumbai on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Vendor. The Security Deposit will be refunded to the Vendor within
Two months of the expiry of the contract subject to the satisfactory performance/service of the contract.

11. The prices quoted shall be deemed to be for the whole work and shall be firm and binding without any escalation whatsoever for the contract period. The Bank shall not consider any request in change of rates of FMS / AMC due to any reason whatsoever, during the period of contract, except for any statutory requirements subsequently effected, such as implementation of higher tax rates, enhancement in minimum wages, etc. However, in case of enhancement of minimum wages by the Government during the course of the contract, such enhancement shall be effected by the Bank, only to the extent of meeting the payment of minimum wage requirement, provided such enhancement should be brought to the notice of the Bank by the Vendor and in the absence of the same the liability of meeting the minimum wage requirement will rest with the Vendor. In case of such enhancement in minimum wages by the Central Government, the same shall be effected by the Vendor forthwith, to the extent of meeting the requirement of payment of atleast minimum wages to the REs deployed at the Bank and the Bank shall reimburse such payments on submission of satisfactory documentary evidence thereof.

12. The prices quoted should be inclusive of charges for comprehensive on-site maintenance/service of computer hardware/software, cost of Resident Engineers deployed to the Bank inclusive of all applicable taxes (exclusive of GST), levies, all necessary statutory payments in respect of REs such deployed, labour, service, corrective maintenance, preventive maintenance, inclusive of supply of all parts/components to replace the defective parts, as indicated in the Nature and Scope of work in Section III.

13. The Bank does not bind itself to accept the lowest tender and reserves the right to reject part or any or all the tenders received without assigning any reason thereof. No correspondence in this regard will be entertained. Incomplete tenders in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the tenderer will result in rejection of their tenders.

14. The Bank reserves rights to demand replacement of engineers posted in case the competency and skills were not found at desired level.

15. Award of Contract: - The Bank shall shortlist the tenderers based on the evaluation criteria detailed at para 6 above. The tenderer who qualifies the Technical Evaluation, including local site visit evaluation, if required, will be considered for opening the price-bid. L1 tenderer will be decided, based on the total of all prices quoted in the price bid format, and the tenderer who quotes the total lowest cost shall be the L1 tenderer. The successful tenderer shall be awarded the contract. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work within seven (7) days of notification of award of work.

16. The successful tenderer shall start the taking-over/handholding process with the current service provider, immediately after issue of the acceptance letter by the Bank, though the payment for the contract would be made only from May 01, 2022 onwards. The taking-over/handholding process should be carried out thoroughly with due diligence and care by the successful tenderer and discrepancies/irregularities, if any, noticed during the process should be immediately brought to the notice of the Bank. No further dealings in this respect will be entertained by the Bank once the handholding process is completed and certified by the successful tenderer.
17. **Signing of Contract:** The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹500/- within 15 days of award of work. The stamp duty shall be borne and paid by the Vendor. The eligibility conditions, scope of work, general terms & conditions and instructions to the tenderers, hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, all annexures to the tender, the corrigenda, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis and form part and parcel of the final contract to be entered into with the successful tenderer. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and shall sign an agreement in the format provided by the Bank covering, inter alia, the terms & conditions in this tender document, whereas the terms and conditions, specifications, scope of work, etc of this tender, as indicated above, shall form part and parcel of the Agreement. Notwithstanding the signing of the agreement, the written acceptance by the Bank of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed.

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

19. **Renewal of Contract:** - The tenure of contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, under same terms and conditions subject to satisfactory performance / service rendered by the Vendor. On such renewal of contract annual increment on the rates, decided on the basis of indexation formula as given at Annexure-II, will be applicable. However, annual increment is applicable only to AMC/FMS rates and not on wages to REs since any increase in wages declared by the Government of India during the tenure of the contract shall be duly honored by the Bank so as to ensure Vendor’s obligation of payment of atleast minimum wages to staff deployed to the Bank. In case of any increase in wages notified by the Central Government during the contract period, the same rates shall be paid to the Vendor in respect of REs deployed, only to the extent of meeting the bare minimum requirement of payment of the minimum wages and if the wages, already being paid to the REs, are sufficient to meet the enhanced rate, no additional payment shall be made to the Vendor in such cases. In the event of (a) the performance of the Vendor in any respect not being found to be satisfactory or (b) failure on the part of Vendor in complying with the terms and conditions specified in the tender or (c) the services rendered by the Vendor not being found to be satisfactory, for any reason, the Bank shall not consider the contract for renewal for any subsequent period / year, and in such case the Vendor shall be disqualified from participating in further tendering activities of the Bank for at least one year.

20. **Termination of Contract:** The Bank reserves the rights to terminate the contract at any time during the course of the contract, if the Vendor fails to carry out any of its obligations/ duties in terms of the agreement, by giving two weeks notice. In case for any reason, the Vendor wants to terminate the contract, a notice in this regard needs to be given 3 months prior to the actual termination. The Vendor shall remove all staff/workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank either explicitly or implicitly. Termination of
contract, on reasons of failure on the part of Vendor in complying with its obligations/ duties, etc., in terms of the agreement, shall lead to disqualification of the Vendor from participating in the further tender activities of the Bank.

21. Upon being selected as the successful tenderer and being awarded the contract of AMC/FMS, the tenderer shall reply to all queries / complaints that may be raised by the Bank from time to time. Evasive attitude by the tenderer would subject the contract being terminated without notice / non-renewal of further contracts with the tenderer.

22. Terms of Payment: -

(i) The successful tenderer should pay wages to its Resident Engineers deployed to the Bank, not less than the minimum wages as specified in the Central Minimum Wages notification issued by the Ministry of Labour and Employment, Office of the Chief Labour Commissioner (C), Government of India vide its order F.No.1/26(3)/2021-LS-II dated 28.10.2021 under Category “Industrial Workers employed in Building Operations” – Skilled/Clerical – Area A under Category ‘Industrial Workers employed in Building Operations’ – Highy Skilled & Skilled/Clerical – Area A (minimum wages (Basic + VDA). The quoted rate shall also include the amounts payable towards ESI, EPF, Bonus or any other compensation under various labour laws, as applicable. If ESIC contribution and payment of Bonus are not applicable for the REs to be posted to the Bank, then the tenderer must submit documentary proof in this regard. After opening of price bid, any deviation found in this regard will lead to cancellation of the bid submitted by the tenderer.

(ii) The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter. The quarterly bills, along with necessary certification to the effect that monthly payment to the personnel deployed to the Bank are made and the payment is made in adherence to Central Minimum wages and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc., with documentary evidence shall be submitted by 5th of the succeeding month of a quarter. The Bank reserves the right to call for any such documents to check the compliance to ensure that all statutory laws in this respect are met. The Bank shall make all necessary tax deductions at source, as required by law. The firms/Vendor should credit the wages directly to the bank account of their staff deployed and submit monthly bank statement showing payment of wages to the staff deployed. Necessary statutory payments, in this respect, should be ensured by the Vendor. The Bank will normally make all payments due under this Agreement (the payment in respect of the preceding month) latest by 10th of the succeeding month of a quarter provided the bill submitted by the Vendor is correct in all respects and submitted within the prescribed time frame. The payment will be made against the printed bill which should be properly signed by the authorised signatory with proper stamp as used by the Vendor. The bill will be settled on actual services provided and not on notional basis.

23. Taxes: - The Vendor shall pay all the taxes, duties and levies, if any, required to be paid to the relevant authorities as per law and shall furnish to the Bank every quarter a certificate to the effect that the Vendor is complying with the provisions of all statutes and rules applicable to them. The prices quoted shall be deemed to include all applicable taxes (exclusive of GST), local levies, etc., imposed by Central/State Government / Local bodies. If the Tenderer fails to include such taxes and duties in the Tender amount, no claim thereof will be entertained by the Bank afterwards. As per extant Indian Laws, income tax and all other applicable taxes, at the applicable rates, will be deducted at source and a certificate for the same will be issued to the Vendor.
24. Compliance with various Statutes: -

a) The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, and any other labour laws wherever applicable and as amended from time to time, while engaging workers as contract labour for the aforesaid work. The Bank shall not be held responsible for acts of commissions or omissions of the Vendor in this respect and shall in no way make liable to the labourers engaged by the Vendor. The Bank will be absolved from any obligations under the various Central Government statutes regarding contract labour/minimum wages and the Vendor shall keep the Bank 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 Vendor to the Resident Engineers deputed by him/her to the Bank.

b) The Vendor shall be liable for the payment of wages as per the Central Minimum Wages and all other dues to the staff deployed which they are entitled to receive under the various labour laws and other statutory provisions. The Vendor shall maintain proper records of the payment of wages, etc. to the persons so deployed to the Bank and shall on demand furnish copies of wage register/muster roll, etc. to the Bank for having paid all the dues to the persons deployed by him for the work under the contract. This obligation is imposed on the Vendor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Bank, Mumbai in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Vendor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of employment and submission of periodical returns. The Vendor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc. Further, there shall not be any hidden charges in the wages, being paid to the staff deployed.

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

d) The Vendor will be mandatorily required to credit salaries, and all pay components only through direct credit to the bank accounts of REs deputed to the Bank.

e) The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence, at any point in time, of having paid required minimum wages and all other requisite statutory payments in respect of REs deployed at the Bank. Also, Bank may require evidence of having the REs on pay roll of the Company/firm/firm as a regular employment. The resident engineers are required to be on the pay roll of the Company/firm/firm as regular employment.

25. The Vendor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. The Bank will not be responsible for any accident; injury or
death caused to any staff of the Vendor deployed to the Bank, during the course of their duty/off duty and thus the staff will not be entitled for any compensation from the Bank. Under the circumstances of the Vendor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Vendor's monthly payment and Security Deposit.

26. **Insurance and Indemnity.**

(i) The Vendor shall at all times hold the Bank harmless and indemnify from/ against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against RBI, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Bank any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Bank may now or at any time have relative to the work or the Vendor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Vendor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Vendor shall reimburse to the Bank or pay to the Bank forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the Bank arising out of or incidental to or in connection with the operation covered by the contract until the virtual completion of the contract. The Vendor shall at his/her own cost at Bank’s request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Bank.

(ii) The Vendor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Vendor. In case any employee of the Vendor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Vendor to settle/contest the same. In case, Bank is made party and is supposed to contest the case, the Bank shall be reimbursed with the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Vendor to Bank on demand. Further, the Vendor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The Vendor shall further keep the Bank indemnified against any loss to the Bank property and assets. The Bank shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Vendor under this contract. The Vendor shall ensure that the instructions / directions issued by Central and State Governments and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Further, the Vendor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Vendor.

(iii). The Vendor shall take “all risk policy” for the contract value and workmen compensation insurance for the workers engaged in the work as required by law and undertake to indemnify and keep indemnified the Bank from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Bank may suffer or incur with respect to and/or incidental to the
same policy. The Insurance policy will be valid / Co-terminus with the period of contract. The Vendor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on Vendors and for all risk policy shall be minimum of ₹2.00 lakh per person for any one accident or occurrence and minimum of ₹5.00 lakh in respect of damage to property for any one accident or occurrence. The Vendor shall also indemnify the Bank against all claims which may be made upon the Bank, whether under the Workmen’s Compensation Act or any other statute in force, during the validity period of this contract or at Common Law in respect of any employee of the Vendor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company/firm approved by the Bank a policy of Insurance against such risks and deposit such policy or policies with the Bank from time to time during the validity period of this contract. The workmen/engineers or their legal heirs shall not claim any insurance /job benefit from the Bank in case workmen/engineers suffer any loss or damage to their life or person or property while working in the Bank premises and other locations specified. In default of the Vendor insuring as provided above, the Bank may so insure and may deduct the premiums paid from any money due or which may become due to the Vendor.

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

27. The persons deployed by the Vendor for the services mentioned in this contract shall bethe employees of the Vendor for all intents and purposes and that the persons so deployed shall remain so and in no case, shall a relationship of employee and employer between the said persons and the Bank shall accrue/arise implicitly or explicitly. It will be the responsibility of the Vendor to ensure that no liability on this count should come on the Bank in respect of staff deployed by him.

28. The Vendor shall ensure that none of the persons deployed by him/her will contact the Bank or the Bank’s Central Office/other Offices of the Bank in the matter relating to payment of their dues, wages, leave relievers, bonus and uniform etc. The Vendor shall be responsible for the discipline, loyalty and conduct of the staff deployed by him/her.

29. The Vendor shall deploy his staff in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act, or any other act in force. The Vendor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the Vendor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he/she shall without prejudice to any other liability pay to the Bank a sum as may be claimed by any person/client/statutory authority.

30. The Vendor shall be required to maintain permanent attendance register/roll within the building
premises manually which will be open for inspection and checking by the authorized officers of Bank. The Vendor shall ensure that the required number of staff is deployed for duty on every day. In case of absence of any person, suitable substitute arrangement, at no extra cost to the Bank, shall be made by the Vendor, failing which appropriate deductions shall be made from the payment due to the Vendor. Penalty on pro-rata basis as per the quoted rates will be levied in case of shortfall of persons deployed. If any complaint is received from the Bank’s Executives, Participants or guests/visitors, the same will be viewed seriously and the Bank reserves the right to terminate the contract or recover damages/penalty.

31. The Vendor shall pay the employer’s contribution in respect of the REs deployed at the Bank with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the ‘Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948”. Vendor has to deposit the ESI & EPF contribution locally in Mumbai only and he has to ensure that all his employees are given ESI Card and EPF Card.

32. The Vendor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the REs deployed. For the purpose of proper identification of the staff of the Vendor deployed for the work, the Vendor shall issue identity cards bearing their photographs/identification, etc, and such employees shall display their identity cards at the time of duty.

33. The Vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the Bank.

34. The Vendor shall agree and undertake that the staff/ service provided by the staff, deployed by to the Bank, shall be to the entire satisfaction of the Bank and the Vendor should make it clear to the staff that they are the employees of the Vendor and they shall have no claims against the Bank and the Bank shall not be liable to wages, salary, compensation and any statutory benefits due to the staff under the labour laws and other litigations and the Vendor shall be responsible for providing such amenities as admissible under the law/rules/service conditions to the staff deployed by the Vendor for providing AMC/FMS service to the Bank.

35. The Vendor shall obtain licence as contemplated under Contract Labour (Regulation and Abolition) Act 1970, if required, or any other law as applicable, failing which he/she alone will be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts of omissions or commissions of the Vendor and shall in no way make liable to the staff engaged by the Vendor.

36. In case any of the persons so deployed by the Vendor does not come up to the mark or does not perform his/her duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Vendor shall immediately withdraw and take suitable action against such person/s on the report of the Bank in this respect. Further, the Vendor shall immediately replace the particular person so deployed on the demand of the Bank in case any of the aforesaid acts on the part of the said person/s.

37. The Vendor shall ensure that no employee of his/her Company/firm/agency/firm will enter or remain in the Bank’s premises beyond the specified time limits unless necessary for fulfilling the Company/firm/agency/firm’s obligations and with the permission of the Bank.
38. The Vendor shall remove all staff/workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank either explicitly or implicitly.

39. The Vendor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Vendor. In case any employee of the Vendor sodeployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Vendor to settle/contest the same. In case Bank is made party and is supposed to contest the case, the Bank will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Vendor to the Bank on demand. Further, the Vendor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

40. **Penalty.**
   a) If preventive maintenance schedule of equipment is not adhered to, a penalty per day of ₹100/- for peripherals, ₹250/- for PCs/Laptops may be imposed, at the discretion of the Bank. Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests.

41. The Vendor shall ensure 99% uptime for PC & 98% uptime for peripherals covered under the AMC. If during any quarter, the Vendor does not maintain the required uptime of the equipment/s, a sum equivalent to 10% of the quarterly AMC charges of the item for each and every calendar day of downtime shall be deducted from the amount payable to the Vendor for that quarter subject to a maximum of 50 percent of quarterly AMC/FMS charges for that item.

42. Uptime of hardware/system software will be calculated using the following formula:

   \[
   \text{Uptime of hardware/system software} = \left[\frac{\text{Coverage hours} - \text{downtime}}{\text{Coverage hours}}\right] \times 100 \text{where}
   \]

   Coverage hours = (Uptime commitment per day) * (No. of committed days per quarter)

   Uptime Commitment per day = Hardware and System software maintenance support per day (working hours/day)

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

   Downtime will be counted from the time of reporting the maintenance call by the Bank to the firm/vendor till the resolution of the problem (if the fault is not rectified within two hours of reporting of complaint or necessary standby equipment is not provided by the vendor to the Bank at no extra cost). Downtime of 24 hours or less will be taken as one day for calculation of penalty.

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

43. Absence of engineers at work will attract a proportional deduction from the charges in the quarterly payment if alternate arrangements are not made. Non-adherence of at least 60% of REs attendance in a month will attract a further penalty of 1000/- which will be deducted from quarterly
payment payable to the vendor for that quarter.

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

45. **This contract is not transferable.** The tenderer shall not assign the contract. He shall not subcontract any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to other remedies against the Vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.

46. **Non-disclosure Clause: -**

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

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

47. **The Vendor and the Resident Engineers should adhere to the IS Policy guidelines of the Bank.**

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

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

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

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

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

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

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

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

49. **Force majeure:**

a) If at any time during the continuance of this agreement, the performance in whole or part, is delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event), provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract. The Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may exercise its option to terminate the contract.

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

49. **Dispute Resolution:** The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Chief General Manager-in-Charge/ Officer-in-Charge, HRMD, Reserve Bank of India, Mumbai – 400 001 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings. The Vendor has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank’s own Officer or that he was a part to the Contract or that he had to deal with matters which relate to this arrangement or that in the course of his duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator so appointed shall be final and binding on both the parties in regard to such dispute or disputes. The arbitration proceedings shall take place at Mumbai only. The provision of Arbitration and Conciliation Act 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.
50. **Jurisdiction**: All legal suits, actions or proceedings relating to or arising out of the Contract shall be subject to jurisdiction of courts in Mumbai only.

I/We accept all the Terms & Conditions, Specifications and Guidelines as indicated in the Tender Document including the penalty clauses.

(Signature and Name of the authorized person of the firm / tenderer with office seal)

Name: ____________________________
## ANNEXURE-1

### PRICE BID- PART II (Schedule of Quantities)

The format given below is only for illustrative purpose. The PRICE Bid has to be submitted only online in the price - bid format available on MSTC portal.

<table>
<thead>
<tr>
<th>LOT NAME</th>
<th>LOT NO</th>
<th>DESCRIPTION</th>
<th>QUAN- TITY</th>
<th>Rate per unit for 11 months</th>
<th>AMC/FMS RATES FOR TOTAL QUANTITY (Excl.of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMC &amp; FMS- Computers</td>
<td>1</td>
<td><strong>Computers – AMC</strong> (HP, Lenovo, Apple, Dell)</td>
<td>270</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FMS-Computers</td>
<td>2</td>
<td><strong>Computers- Warranty</strong> Annual Charges for FMS- (HP, Lenovo, Dell, Acer, Apple)</td>
<td>128</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMC &amp; FMS - Printers.</td>
<td>3</td>
<td><strong>Printers - AMC</strong> Make:- HP Laser Jet, HP Ink Jet, Canon. LaserJet, Ink Jet MFP Network printers</td>
<td>106</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMC &amp; FMS - Scanners.</td>
<td>5</td>
<td><strong>Scanners -AMC</strong> Make- Epson, HP ADF, Flatbed, Dual</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FMS - Scanners.</td>
<td>6</td>
<td><strong>Scanners – (Warranty)</strong> Make- Epson, HP ADF, Flatbed, Dual</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMC &amp; FMS - Laptops</td>
<td>7</td>
<td><strong>Laptops-AMC</strong> Lenovo, Dell, HP, Apple, Microsoft</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FMS Laptops</td>
<td>8</td>
<td><strong>Laptops- Warranty</strong> Dell, HP, Microsoft , Apple Mac book, Acer, Lenovo</td>
<td>148</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount of AMC+FMS**
Note :-

(i) Tenderer should quote AMC/FMS rates for total quantity, for 11 months under each category, specified from Sl No. 1 to 8 in the price bid format in MSTC Portal, excluding GST. (For eg:- If the tenderer desires to quote annual rate of Rs. M/- for one desktop computer under Sl No1, then the tenderer has to quote Rs. 270 x M in the price bid format, excluding GST. Similarly, for all other items, rates for total quantity, under each category shall be quoted, excluding GST).

(ii) The amount to be quoted in price bid format as above, must be inclusive of all necessary statutory requirements/payments, in respect of payments to the REs deployed to the Bank, including payment of at least Central Government minimum wages to REs.

(iii) Rates should be quoted only on-line in the price bid format provided in MSTC portal and should not be indicated anywhere in the tender or uploaded along with Part –I documents, which act may lead to disqualification of tender.

(iv) Before quoting Price bid, the tenderer should take note of all requirements as specified in Section – III- Nature and Scope of Work-

(v) Replacement of Assets: - Tenderer should also note that replacement of IT Assets with new ones may also take place during the contract period, resulting in an increase of number of assets under AMC category, as new IT assets purchased will be under Warranty and the same will be transferred to AMC category after warranty period. Further, the assets under AMC list may also undergo disposal during the tenure of contract which also cause to reduce the assets to be serviced/maintained.
Indexation Formula

The formula to be used, upon renewal of contract, if any, for which is applicable to enhancement of AMC rates and FMS rates, will be as follows: -

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

\[ A_c = A_p \left[ 15 + \left\{ 45 \times \left( \frac{WPI_c}{WPI_p} \right) \right\} + \left\{ 40 \times \left( \frac{CPI_c}{CPI_p} \right) \right\} \right] \times \frac{1}{100} \]

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 Facility Management Services

\[ A_c = A_p \left[ 15 + \left\{ 85 \times \left( \frac{CPI_c}{CPI_p} \right) \right\} \right] \times \frac{1}{100} \]

Where,

\[ A_c = \] Man Month rate for services for the current/new year;
\[ A_p = \] Man month rate for services 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;
ANNEXURE- III

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF Application/Proposal and Documents (On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We………………………………………………………………..
(Name of the Tenderer and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
……………………..…..…………………………..………..…..…..………………………….(Name and
residential address of Power of Attorney holder) 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 tender for 'Annual Maintenance Contract (AMC) and Facility
Management Service (FMS) for Computer Hardware, Software and Peripherals at Human
Resource Management Department, Central Office, Mumbai-400001' including signing and
submission of all documents and providing information / responses to the Bank, representing us in
all matters before the Bank, and generally dealing with the Bank in all matters in connection with
our proposal for the said AMC/FMS.

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 ouraforesaid
attorney shall and shall always be deemed to have been done by us.

Note
Power of Attorney should be properly stamped and notarized
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Tenderer

Name/(s)

Stamp/Seal of the Tenderer

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

**UTR Transaction Details For EMD**

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Requirements</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Tenderer</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name of the Bank</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Account No.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>IFSC</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>UTR details</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Date of Payment</td>
<td></td>
</tr>
</tbody>
</table>
Proforma of Bank Guarantee for Security Deposit

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

No._____________ Date ________

To:
The Chief General Manager-in-Charge
Human Resource Management Department
Reserve Bank of India
Central Office
Mumbai-400 001.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR____(INR ______only) furnishable to you by Messrs_______(hereinafter referred to as “the Company/firm”) in terms of their Contract with you for providing ‘Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Human Resource Management Department, Central Office, Mumbai-400001’ as per their Tender dated______________and your Special Conditions of Contract and other Tender documents relating thereto and 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 damage, costs, charges or expenses by reason of such default on the part of the Tenderer.

2. Notwithstanding anything to the contrary, your decision as to whether the Company/firm 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
Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software & Peripherals at Human Resource Management Department RBI, CO

by the Company/firm 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 Company/firm or to postpone for any time or from time to time any of your rights or powers against the Company/firm 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 Company/firm or any other forbearance, act or omission on your part or any indulgence by you to the Company/firm 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 Company/firm 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 Company/firm 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 un-cancelled 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 Company/firm 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 Company/firm 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 the 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 there under, 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 powers 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-VI

**Profile of Tenderer:**

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

<table>
<thead>
<tr>
<th>A. BASIC INFORMATION OF COMPANY/FIRM/FIRM</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Particulars</strong></td>
<td></td>
</tr>
<tr>
<td>1) The registered name of the Tenderer</td>
<td></td>
</tr>
<tr>
<td>2) Name and designation of the authorized official responding to the request (copy of Power of Attorney as per Format – <a href="#">Annexure III</a> - shall be uploaded by the tenderer)</td>
<td></td>
</tr>
<tr>
<td>3) Contact telephone, fax number and E-mail Address</td>
<td></td>
</tr>
<tr>
<td>4) Registration and other numbers</td>
<td></td>
</tr>
<tr>
<td>5) Registered Office (address)</td>
<td></td>
</tr>
<tr>
<td>6) Legal form of organization</td>
<td></td>
</tr>
<tr>
<td>7) Name and address of parent Company/firm/firm, if any.</td>
<td></td>
</tr>
<tr>
<td>8) Whether the Tenderer has registered with:-(i) GST (If yes, provide Regn. No)</td>
<td></td>
</tr>
<tr>
<td>(ii) ESI (If yes, provide Regn. No)</td>
<td></td>
</tr>
<tr>
<td>(iii) EPF (If yes, provide Regn. No)</td>
<td></td>
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<tr>
<td>(iv) PAN No.</td>
<td></td>
</tr>
<tr>
<td>9) Details of ISO Certification for:</td>
<td></td>
</tr>
<tr>
<td>a) IT services- Valid ISO 20000 series certificate relating to Information Technology- service management.</td>
<td></td>
</tr>
<tr>
<td>b) IT security- Valid ISO 27000 series Certification relating to Information Security.</td>
<td></td>
</tr>
<tr>
<td>10) Brief description of the entity including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in its development.</td>
<td></td>
</tr>
</tbody>
</table>
11) Whether the tenderer has a valid license issued under the Contract Labour Act, 1970. If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason?

12) Whether there is legal action being taken against the tenderer for any cause in any legal jurisdiction?

13) Please give escalation matrix for problem resolution. The matrix should include a senior Officer at the head office of the Company/firm/firm. Designation, phone no., fax no and e-mail address of the officials mentioned in the escalation matrix.

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

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name &amp; Designation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
### ANNEXURE-VII

**Details of similar works executed during the last five years**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name and address of the firm</th>
<th>Value of the work</th>
<th>Period of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(Attach separate sheet if required)

**Note:** Copies of the work orders or completion certificate in proof of the above shall be enclosed

Signature of the Authorized Official with Seal
## ANNEXURE-VIII-A

**Details of similar qualifying works executed during the last 5 years ending February 28, 2022**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name and address of the firm</th>
<th>Work Order No/date</th>
<th>Value of the work</th>
<th>Period of work</th>
<th>Whether work was completed or not?</th>
<th>Phone number &amp; name of contact person of the firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

(Attach separate sheet if required)

**Note:** Copies of the work orders and performance certificate should be enclosed

Signature of the Authorized Official with Seal

Date:
## ANNEXURE-VIII-B

**Details of similar works currently being undertaken by the bidder**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name and address of the firm</th>
<th>Work Order No/date</th>
<th>Value of the work</th>
<th>Period of work</th>
<th>Phone number &amp; name of contact person of the firm</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

(Attach separate sheet if required)

**Note:** Copies of the work orders and performance certificate should be enclosed

**Signature of the Authorized Official with Seal**

**Date:**
## ANNEXURE-IX

### Annual Turnover for the last three years

<table>
<thead>
<tr>
<th>Years</th>
<th>Total Annual Turn -over</th>
<th>Turn over from only AMC/FMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020-21</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Attach sheet if required)

**Signature of the Authorized Official with Seal**

**Date:**
ANNEXURE-X

Maintenance and Service Support Centre/Set-up available in Mumbai

1) Whether the tenderer is having any Office at Mumbai: (If Yes, please provide Address, name of contact persons and details of contact (e-mail Id / Phone, etc.).

2) Please indicate the status of the Office: (Full-fledged regional Office/Branch Office)

3) Whether the tenderer is having any maintenance / service support centre/set-up in Mumbai: - (If Yes, please provide Address, name of contact persons and details of contact (e-mail Id / Phone, etc.)

4) Please indicate the status of the maintenance/service support centre/set-up in Mumbai.

5) No. of Permanent staff at the Centre:

6) Of which Technical staff permanently stationed at the above Centre/s

7) Arrangement to stock spares and time required: furnish details separately Locations wise:-

   a. Hardware engineers:
   b. Software engineers
   c. Network engineers:

(The tenderer should have its own maintenance/service support centre/set-up in Mumbai with sufficient qualified technical personnel in providing maintenance/service to computer hardware/software)

Signature of the Authorized Official with Seal

Date:
**ANNEXURE – XI**

**CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF TENDERER (FORMAT)**

*(On the letter Head of Client)*

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and date
3. Agreement amount
4. Date of commencement of contract
5. Stipulated date of completion
6. Period of contract
7. Details of compensation levied for delay (indicate amount) if any
8. Gross amount of the contract completed and paid
9. Name and address of the authority under whom contract executed
10. Whether the Vendor employed qualified Engineer/Overseer during execution of contract?

11. i) Quality of work (indicate grading) Outstanding/Very Good/ Good/Satisfactory/poor
   ii) Amt. of work paid on reduced rates, if any

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 Vendor.
   a) Technical proficiency Outstanding/Very Good/ Good/Satisfactory/poor
   b) Financial soundness Outstanding/Very Good/ Good/Satisfactory/poor
   c) Mobilization of manpower Outstanding/Very Good/ Good/Satisfactory/poor
   d) General behaviour Outstanding/Very Good/ Good/Satisfactory/poor

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

Signature of Reporting Officer with Office seal
**ANNEXURE-XII**

**The details of Tenderer’s Banker:**

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

I/We hereby agree and confirm to disburse the salary of the staff deployed at Bank through NEFT directly into their bank account and also accept the payment in respect of the above works, if awarded to our firm / Company/firm, through NEFT.

*Signature of Tenderer with stamp / date*
ANNEXURE-XIII

Form of Bankers’ Solvency Certificate From a Scheduled Bank

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

(Signature) For the Bank

Note:
1. Bankers' certificates should be on the letter head of the Bank, sealed in a cover addressed to The Deputy General Manager, Administration, Human Resource Management Department, , Reserve Bank of India, Mumbai – 400 001

2. In case of Partnership Firm being the Successful Tenderer, the certificate to include the names of all partners as recorded with the Bank.
ANNEXURE-XIV

Declaration

I/We hereby solemnly declare that:

(a) The firm/Company/firm/firm is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the tenderer.

(b) The firm/Company/firm/firm has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

(c) The firm/Company/firm/firm has not been suspended/delisted/ disqualified by any organization including Reserve Bank of India / Bank, on anygrounds.

(d) The firm/Company/firm/firm has not abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/Company/firm/firm shall give details of all disputes it had with its clients and furnish the status thereof.

Signature and Name of the authorized person of the Firm / tenderer with office seal

Mumbai
Date:-
### ANNEXURE-XV

#### Legal Requirements

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Name</th>
<th>Answer</th>
<th>Answer Type</th>
<th>Pass Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is your Company/firm/firm currently involved in any material litigation?</td>
<td>Yes / No</td>
<td>None to be there</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are there any petitions, claims, actions, judgments or decisions pending, which are likely to adversely affect your Company/firm/firm's performance of work associated with this Tender? If &quot;Yes&quot; please provide detail, additional comments or you may attach related document.</td>
<td>Yes / No</td>
<td>None to be there</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Have you had any contract terminated for default or cause during the last five (5) years?</td>
<td>Yes / No</td>
<td>None to be there</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Has your Company/firm/firm been cited for any violations by any governmental agencies? If &quot;Yes&quot;, provide details on any citations received in the last three years.</td>
<td>Yes / No</td>
<td>None to be there</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Authorized Official with Seal
ANNEUXRE-XVI

Part (a) – Details of Computer Hardware items / Peripherals to be covered under AMC/Warranty

<table>
<thead>
<tr>
<th>Description</th>
<th>Under AMC</th>
<th>Under Warranty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktops - Dell, HP &amp; Lenovo make</td>
<td>270</td>
<td>128</td>
<td>398</td>
</tr>
<tr>
<td>Printers - HP and Canon make</td>
<td>106</td>
<td>73</td>
<td>179</td>
</tr>
<tr>
<td>Laptops – Dell, Apple, HP, Lenovo &amp; Acer Make</td>
<td>8</td>
<td>148</td>
<td>156</td>
</tr>
<tr>
<td>Scanners – Epson &amp; HP make</td>
<td>3</td>
<td>4</td>
<td>7</td>
</tr>
</tbody>
</table>

| Total                                            | 387       | 353            | 740   |
ANNEXURE-XVII

Part (b)-Details of Computer Software

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adobe Photoshop</td>
</tr>
<tr>
<td>2</td>
<td>Acrobat Reader</td>
</tr>
<tr>
<td>3</td>
<td>MS Outlook</td>
</tr>
<tr>
<td>4</td>
<td>MS Office</td>
</tr>
<tr>
<td>5</td>
<td>Unicode</td>
</tr>
</tbody>
</table>

Part (c) Technical Support for Operating Systems

- Windows Desktop Operating Systems (Windows7, Windows 8, 10 & above, Mac OS)
List of Bank's Locations where AMC services shall be provided

1. Human Resource Management Department, Reserve Bank of India, 20th Floor, 21st Floor, Central Office Building, Fort, Mumbai – 400 001

2. Human Resource Management Department, Reserve Bank of India, 2nd Floor, Main Building, Fort Mumbai – 400 001

3. Human Resource Management Department, Reserve Bank of India, C-7, 5th & 6th Floor, RBI Building, Bandra-Kurla Complex, Mumbai – 400 051.

4. Residences of Senior Officers located in Mumbai.
Undertaking / Certificate of Indemnity

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

Tender No: ................................................................. Dated: .................................

The Chief General Manager-in-Charge
Human Resource Management Department
Reserve Bank of India
Central Office
Mumbai - 400001

Dear Sir,

Sub: Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for
Computer Hardware, Software and Peripherals at HRMD, Reserve Bank of India,
Central Office, Mumbai.

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

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

3. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and
conditions of the tender and in default thereof, to forfeit and pay to you or your successor, or
assignees or nominees such sums of money as are stipulated in the conditions contained in
the tender together with the written acceptance of the contract.

4. We warrant that the repair and maintenance service 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.

7. We shall adhere to IS Policy guidelines of the Reserve Bank of India.

Dated this _____day of _______2022

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
ANNEXURE-XX

Declaration/Undertaking Regarding Compliance to all statutory laws

(To be typed/filled with legible handwriting without any overwriting and submitted on the Letter Head of the Company/firm/Firm of Tenderer failing which the offer of Tenderer 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/firm’s Seal*