



भारतीय रिज़र्व बैंक / Reserve Bank Of India

सूचना प्रौद्योगिकी विभाग / Department of Information Technology

शिमला / Shimla

भारतीय रिज़र्व बैंक, शिमला में कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के लिए वार्षिक रखरखाव अनुबंध (एएमसी) और सुविधा प्रबंधन सेवा (एफएमएस) के लिए ई-निविदा

E-tender for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla

e-Tender No.: RBI/SHIMLA REGIONAL OFFICE/Others/7/25-26/ET/587

भाग I / Part I

निविदाकर्ता का नाम /

Name of the

Tenderer:

पता / Address:

निविदा आमंत्रण सूचना की तिथि / Date of Notice Inviting Tender	24 नवंबर 2025 (सुबह 11:00 बजे) November 24, 2025 (11:00 am)
बोली-पूर्व बैठक की तिथि / Date of pre-bid meeting	22 दिसंबर 2025 (सुबह 11:00 बजे) December 22, 2025 (11:00 am)
बोली प्रस्तुत करने की अंतिम तिथि और समय / Last Date and Time for submission of Bids	05 जनवरी 2026 (सुबह 11:00 बजे) January 05, 2026 (11:00 am)
निविदा के भाग I के खुलने की तिथि / Date of opening of Part I of tender	06 जनवरी 2026 (दोपहर 12:00 बजे) January 06, 2026 (12:00 pm)
निविदा के भाग II के खुलने की तिथि और समय / Date and time of opening Part II of tender	भाग I की जाँच के बाद निर्णय लिया जाएगा Shall be decided on scrutiny of Part I

निविदा आमंत्रण सूचना (एनआईटी) / NOTICE INVITING TENDER (NIT)

भारतीय रिज़र्व बैंक, शिमला (जिसे आगे "बैंक" कहा जाएगा) इस निविदा की शर्तों के अधीन, "भारतीय रिज़र्व बैंक, शिमला में कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के लिए वार्षिक रखरखाव अनुबंध (एएमसी) और सुविधा प्रबंधन सेवा (एफएमएस)" (इसके बाद इस निविदा के प्रयोजन के लिए 'शिमला' शब्द में 'भारतीय रिज़र्व बैंक, क्षेत्रीय कार्यालय, शिमला; भारिबैं हॉलिडे होम, अपर कैथू, ताराहॉल और शिमला में बैंक द्वारा इंगित किसी अन्य स्थान पर' शामिल होगा) के लिए ई-निविदा प्रदान करने के लिए पात्र निविदाकारों से ई-निविदा आमंत्रित करता है। यह अनुबंध 01 अप्रैल 2026 से 31 मार्च 2027 तक एक वर्ष की अवधि के लिए मान्य होगा और ठेकेदार द्वारा प्रदान की गई संतोषजनक सेवा/कार्यनिष्पादन के अधीन, आपसी सहमति से, वार्षिक आधार पर अधिकतम दो और वर्षों या अन्य छोटी अवधि के लिए बढ़ाया जा सकता है।

Reserve Bank of India, Shimla (hereinafter referred to as "Bank") invites e-Tender from eligible tenderers for providing "Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla" (hereinafter the term 'Shimla' shall include 'Reserve Bank of India, Regional Office, Shimla; RBI Holiday Home, Upper Kaithu, Tarahall and any other location as and when indicated by the bank in Shimla' for the purpose of this tender), subject to the terms and conditions of this Tender. The contract will be valid for a period of one year from April 01, 2026 to March 31, 2027 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 contractor.

निविदा प्रक्रिया एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<https://www.mstcecommerce.com/eproc>) के माध्यम से की जाएगी। इच्छुक निविदाकर्ताओं को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ अपना पंजीकरण कराना होगा।

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

सभी इच्छुक निविदाकारों को ई-टेंडर के संबंध में दिए गए निर्देशों के अनुसार, सभी पूर्ण सहायक दस्तावेजों के साथ, अपना प्रस्ताव (निविदा - भाग I और भाग II) इलेक्ट्रॉनिक रूप से एमएसटीसी पोर्टल के माध्यम से 05 जनवरी 2026 (सुबह 11:00 बजे) तक जमा करना होगा। कार्य की अनुमानित लागत ₹7,46,000/- (सात लाख छियालीस हजार रुपये मात्र) है। निविदाकार निविदा में निर्धारित अनुसार ₹14,920/- (चौदह हजार नौ सौ बीस रुपये मात्र) की वापसी योग्य बयाना राशि के साथ निविदा प्रस्ताव जमा करेंगे। निविदा की तकनीकी-व्यावसायिक बोलियाँ (भाग I) 06 जनवरी 2026 को दोपहर 12:00 बजे इलेक्ट्रॉनिक रूप से खोली जाएंगी। अनुसूची में दर्शाई गई किसी तिथि को अवकाश घोषित किए जाने की स्थिति में, अगला कार्य दिवस यहां उल्लिखित संबंधित उद्देश्य के लिए प्रभावी होगा। केवल उन्हीं निविदाकर्ताओं की वित्तीय बोली (भाग II) बाद में खोली जाएगी, जो अपने भाग I दस्तावेजों के मूल्यांकन के आधार पर पात्र पाए जाएंगे। पात्र निविदाकर्ताओं को उचित सूचना केवल इलेक्ट्रॉनिक माध्यम से भेजी जाएगी। उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले सूक्ष्म एवं लघु उद्यमों (एमएसई) को बयाना राशि जमा करने की आवश्यकता से छूट दी जाएगी।

All interested tenderers should electronically submit their proposal (Tender – Part I & Part II), as per the instructions regarding e-Tender, along with all supporting documents, complete in all respect, through MSTC portal on or before January 05, 2026 (11:00 am). Estimated cost of the work is ₹7,46,000/- (Rupees Seven Lakh Forty-Six Thousand Rupees Only). Tenderers shall submit the tender proposal along with a refundable Earnest Money Deposit of ₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only), as prescribed in the Tender. The Technical bids (Part I) of the Tender will be opened electronically on January 06, 2026, at 12:00 pm. In the event of any date indicated in the schedule being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those tenderers, who are found to be eligible on evaluation of their Part I documents, will be opened on a later date with due intimation to the eligible tenderers will be sent only via electronic mode. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), shall be exempted from the requirement of submission of Earnest Money Deposit.

निविदा दस्तावेज़ RBI की वेबसाइट www.rbi.org.in के निविदा अनुभाग और www.mstcecommerce.com दोनों से डाउनलोड किया जा सकता है। इस निविदा के संबंध में कोई भी संशोधन/ शुद्धिपत्र/ स्पष्टीकरण केवल RBI की वेबसाइट/ MSTC ई-पोर्टल पर अपलोड किया जाएगा

और समाचार पत्र में प्रकाशित नहीं किया जाएगा। निविदाकर्ता को बोली जमा करने से पहले किसी भी संशोधन/ शुद्धिपत्र/ स्पष्टीकरण के लिए उपरोक्त वेबसाइट/ ई-पोर्टल की जांच करनी चाहिए। बैंक को निविदा को रद्द करने, संशोधित करने और निविदा जमा करने की समय सीमा बढ़ाने का अधिकार होगा। इसके अलावा, बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

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 is not bound to accept the lowest Tender and reserves the right to accept any Tender, either in full or in part. The Bank reserves the right to reject any or all the Tenders without assigning any reason thereof.

अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, शिमला क्षेत्रीय कार्यालय ने इच्छुक पक्षों को परियोजना की पृष्ठभूमि संबंधी जानकारी प्रदान करने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक (RBI) ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानता है, फिर भी न तो RBI, न ही इसके किसी भी प्राधिकारी या एजेंसी, और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी या इसके साथ प्रदान की जाने वाली किसी भी जानकारी की पूर्णता या सटीकता के बारे में कोई वारंटी देते हैं या कोई प्रतिनिधित्व, व्यक्त या निहित, नहीं करते हैं।

Reserve Bank of India, Shimla Regional Office has prepared this document to give background information on the project to the interested parties. While Reserve Bank of India (RBI) has taken due care in the preparation of the information contained herein and believe it to be accurate, neither 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.

यह जानकारी संपूर्ण नहीं है। इच्छुक पक्षों को स्वयं पूछताछ करनी होगी और उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी कि उन्होंने ऐसा किया है, और वे निविदा प्रस्तुत करते समय केवल RBI द्वारा प्रदान की गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर प्रदान की जाती है कि यह RBI या उसके किसी भी प्राधिकरण या एजेंसी या उनके किसी भी संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार के लिए बाध्यकारी नहीं है।

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

भारिबैं के पास पैनल में शामिल न करने, परियोजना के विवरण में बदलाव करने, इस दस्तावेज़ में

दर्शाई गई समय-सारिणी में बदलाव करने, या लागू की जाने वाली प्रक्रिया या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित है। भारिबैं के पास रुचि दिखाने वाले किसी भी पक्ष के साथ इस मामले पर आगे चर्चा करने से इनकार करने का भी अधिकार सुरक्षित है। रुचि दिखाने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

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

बैंक अनुबंध को आगे न बढ़ाने, कार्य के स्वरूप में परिवर्तन करने, अनुबंध की अवधि में परिवर्तन करने, इस दस्तावेज़ में दर्शाई गई समय-सारिणी में परिवर्तन करने, या लागू की जाने वाली प्रक्रिया या कार्यविधि में परिवर्तन करने का अधिकार सुरक्षित रखता है।

The Bank reserves the right not to proceed with the Contract or to change the configuration of the work, to alter the period of contract or to alter the timetable reflected in this document or to change the process or procedure to be applied.

बैंक सबसे कम बोली को स्वीकार करने के लिए बाध्य नहीं है और किसी भी बोली को पूर्णतः या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है। भविष्य में निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि कोई हो, केवल RBI वेबसाइट और MSTC वेबसाइट पर ही सूचित किया जाएगा।

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

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निविदा की अनुसूची / SCHEDULE OF TENDER

ई-निविदा संख्या / e-Tender No.	RBI/SHIMLA REGIONAL OFFICE/Others/7/25-26/ET/587[AMC FMS COMPUTER HARDWARE]
कार्य का नाम / Name of the Work	भारतीय रिज़र्व बैंक, शिमला में कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के लिए वार्षिक रखरखाव अनुबंध (एएमसी) और सुविधा प्रबंधन सेवा (एफएमएस) Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla
निविदा का तरीका / Mode of Tender	ई-टेंडरिंग प्रणाली (ऑनलाइन भाग I - तकनीकी बोली और भाग II - मूल्य बोली) https://www.mstcecommerce.com/eprocn के माध्यम से) e-Tendering System (Online Part I – Technical Bid and Part II – Price Bid through https://www.mstcecommerce.com/eprocn)
कार्य की अनुमानित लागत / Estimated cost of work	₹7,46,000/- (सात लाख छियालीस हजार रुपये मात्र) 18% की दर से जीएसटी सहित ₹7,46,000/- (Rupees Seven Lakh Forty-Six Thousand Rupees Only) inclusive of GST @ 18%
बयाना राशि जमा (ईएमडी) / Earnest Money Deposit (EMD)	₹14,920/- (चौदह हजार नौ सौ बीस रुपये मात्र) एनईएफटी द्वारा जमा करें एनईएफटी खाता विवरण: लाभार्थी का नाम: DIT AMC FMS फर्म का नाम खाता संख्या - 186003001, भारतीय रिज़र्व बैंक, आईएफएससी कोड - RBIS0SMPA01 (0=शून्य), शाखा का नाम - शिमला। एनईएफटी लेनदेन का विवरण ditshimla@rbi.org.in पर उपलब्ध कराना होगा। नोट: ईएमडी जमा न करने पर बोली अनुत्तरदायी हो जाएगी और उसे अस्वीकार कर दिया जाएगा। उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले सूक्ष्म और लघु उद्यमों (एमएसई) को बयाना राशि जमा करने की आवश्यकता से छूट दी जाएगी। MSEs के लिए नोट - MSE बोलीदाताओं से अनुरोध है कि वे हमें ditshimla@rbi.org.in पर ईमेल से इन्फॉर्म करें और

	मान्य MSE सर्टिफिकेट की एक कॉपी 05 जनवरी 2026 को सुबह 10:00 बजे तक या उससे पहले जमा करें। कृपया ध्यान दें कि यह जानकारी पहले से न देने पर बैंक संबंधित बोलीदाताओं का भाग। (टेक्निकल बिड) नहीं खोल सकता है। ₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only) by submitted by NEFT NEFT Account details: Beneficiary Name: DIT AMC FMS Name of the Firm A/C No - 186003001, Reserve Bank of India, IFSC Code - RBIS0SMPA01 (0=Zero), Branch Name – Shimla. The details of NEFT transaction have to be provided to ditshimla@rbi.org.in Note: Non-submission of EMD will render the bid unresponsive and will be rejected. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), shall be exempted from the requirement of submission of Earnest Money Deposit. Note for MSEs - MSE bidders are requested to inform us by email at ditshimla@rbi.org.in and submit a copy of valid MSE certificate on or before January 05, 2026, by 10:00 am. Please note that failure to provide this intimation in advance may result in the Bank not opening respective Part I (Technical bid).
निविदा आमंत्रण सूचना (एनआईटी) की तिथि/ निविदा दस्तावेज़ डाउनलोड के लिए उपलब्ध / Date of Notice Inviting Tender (NIT)/ Tender Document available for download	24 नवंबर 2025 (सुबह 11:00 बजे) (सोमवार) November 24, 2025 (11:00 am) (Monday)
बोली-पूर्व बैठक / Pre-Bid Meeting	22 दिसंबर 2025 (सुबह 11:00 बजे) (सोमवार) बैठक का स्थान: भारतीय रिज़र्व बैंक, सम्मेलन कक्ष, चौथी मंजिल, मुख्य बाज़ार, कसुम्पटी - 171 009, शिमला December 22, 2025 (11:00 am) (Monday) Place of Meeting: Reserve Bank of India, Conference Room, Fourth Floor, Main Market, Kasumpti – 171 009, Shimla

https://www.mstcecommerce.com/eprocn/ पर ऑनलाइन तकनीकी बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि / Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at https://www.mstcecommerce.com/eprocn/	24 नवंबर 2025 (सुबह 11:00 बजे) (सोमवार) November 24, 2025 (11:00 am) (Monday)
एनईएफटी के माध्यम से बयाना राशि जमा (ईएमडी) जमा करने की अंतिम तिथि / Last date for submission of Earnest Money Deposit (EMD) through NEFT	05 जनवरी 2026 (सुबह 10:00 बजे) (सोमवार) January 05, 2026 (10:00 am) (Monday)
तकनीकी बोली और मूल्य बोली जमा करने की अंतिम तिथि और समय / Last date and time for submission of Technical Bid & Price Bid	05 जनवरी 2026 (सुबह 11:00 बजे) (सोमवार) January 05, 2026 (11:00 am) (Monday)
भाग-I (तकनीकी बोली) खोलने की तिथि और समय / Date & Time of opening of Part I (Technical Bid)	06 जनवरी 2026 (दोपहर 12:00 बजे) (मंगलवार) January 06, 2026 (12:00 pm) (Tuesday)
भाग-II (मूल्य बोली) खोलने की तिथि और समय / Date & Time of opening of Part II (Price Bid)	भाग I के मूल्यांकन के बाद भाग II बाद में खोला जाएगा। Part II will be opened at a later date after evaluation of Part I.
लेनदेन शुल्क / Transaction Fee	एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान, एमएसटीसी भुगतान गेटवे के माध्यम से Payment of Transaction Fee, as mentioned in the MSTC portal, through MSTC payment gateway by
संचार हेतु पता / Address for Communication	भारतीय रिज़र्व बैंक, सूचना प्रौद्योगिकी विभाग, तीसरी मंजिल, मुख्य बाज़ार, कसुम्पटी, शिमला 171 009 Reserve Bank of India, Department of Information Technology, Third Floor, Main Market, Kasumpti, Shimla 171 009
नोट: विक्रेता कृपया ध्यान दें कि इस निविदा में कोई भी संशोधन/ शुद्धिपत्र केवल भारिबैं/ एमएसटीसी ई-पोर्टल की वेबसाइट पर ही अधिसूचित किया जाएगा। Note: Vendors may please note that any amendments/ corrigendum to this tender will be notified on the website of RBI/ MSTC e-portal only.	

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

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

Process of E-Tender:

The process involves Tenderer's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done.

The Tenderer should possess Class III signing and encryption type digital certificate. Tenderers are to make their own arrangement for bidding from a Personal Computer / Laptop connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn/>

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/ MSTC, before the scheduled time of e-Tender.

Contact person (Reserve Bank of India, Shimla):

a) Shri Deepak Kundu (AGM) (Ph. 8396003838) (email: deepakkundu@rbi.org.in; ditshimla@rbi.org.in)

b) Shri Akash Chaudhary (Manager) (Ph. 9911445447) (email – achaudhary@rbi.org.in)

c) Shri Karan Singh (Assistant Manager) (Ph. 7015049176) (email – karansingh1@rbi.org.in)

Contact person (MSTC Limited, Shimla):

MSTC Help Desk: 07969066600 (For System Settings related issues)

Mr. Keshav Arora, Deputy Manager (Ph. 0172-2584921) (cdgopn1@mstcindia.in)

Mr. Pankaj Kumar, Deputy Manager (Ph. 0172-2584921) (cdgopn2@mstcindia.in)

System Requirements:

- For details, Tenderer may refer to the DOWNLOAD SYSTEM SETTING GUIDE available at <https://www.mstcecommerce.com/eprocn/>.
- The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.
- All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.

Special Note towards Transaction fee

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

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

Information about tenders/ corrigenda shall be sent by email only during the process till finalization of tender. Hence the Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of Tenderer with the MSTC Ltd. Tenderers are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate). Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate). **E-tender cannot be accessed after the due date and time mentioned in NIT.**

Bidding in e-Tender:

Note: Tenderers are instructed to use Upload Documents link in “My Menu” to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, Tenderers can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the Tenderer has not submitted the documents. For further assistance please follow instructions of Tenderer guide.

- a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD), Transaction fees (If any) to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), shall be exempted from the requirement of submission of Earnest Money Deposit.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their

Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee- >Common terms->Attach Documents->Price Bid.

- d) Please Note: The Tenderer after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the Tenderers will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms, step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.
- e) First the Tenderer needs to fill up the technical specification if any and save it. Then the Tenderer should fill up the technical bid. After filling the Technical Bid, Tenderer should click 'save' for recording their technical bid. Once the same is done, the Commercial/ Price Bid link becomes active and the same has to be filled up and then Tenderer should click on "save" to record their price bid. Then once both the Technical bid and price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
- f) NOTE: - After clicking the final submission "Delete bid" option would be shown. If the Tenderer wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms and conditions of the e-tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Unit of Measure (UOM) is indicated in the e-tender portal. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender portal/tender document.

SECTION I – FORM OF TENDER

Place:

Date:

To,

The Regional Director
Reserve Bank of India
Main Market, Kasumpti
Shimla, Himachal Pradesh

Sir,

E-tender for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla

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

MEMORANDUM

(a)	Description of works	E-tender for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla
(b)	Estimated cost of work	₹7,46,000/- (Rupees Seven Lakh Forty-Six Thousand Rupees Only) inclusive of GST@ 18% (April 01, 2026 to March 31, 2027)

(c)	Transaction Fees	To be paid through MSTC payment gateway/ NEFT/ RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd. (Transaction fee will NOT be charged by RBI)
(d)	Earnest Money Deposit	₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only) to be deposited through NEFT.
(e)	Period of Contract	The contract will be initially for one year from April 01, 2026 to March 31, 2027. The contract may thereafter be extended for further period of two years, (one year at a time), or other shorter period as the Bank may decide, on mutual consent, subject to satisfactory performance/ service rendered by the contractor.

- 2) I/We undertake to offer my/our services in conformity with 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 confirming 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 all the Terms and Conditions of the Tender, together with the written acceptance of the Contract, in default thereof, to forfeit and pay the Bank such sums of money as are stipulated in the conditions contained in the Tender.
- 4) I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part- II 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.
- 5) I/We have deposited a sum of ₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only), as earnest money with the Bank, which amount shall not bear any interest. Should I/we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Bank.
- 6) I/We do here by declare that there is no case with the police/ Court/ Regulatory Authorities against me/us. Also, I/We have neither been suspended/ delisted/ disqualified by any organization including Reserve Bank of India for any reason

nor any such proceedings are pending or contemplated against me/us. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

- 7) I/We agree to remit Security Deposit @ 10% of the contract value upon awarding the work to me/us. 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 the Bank.
- 8) 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.
- 9) I/We do hereby confirm that all necessary documents, as stipulated in the tender have been uploaded. Further, the tender has been submitted in two parts, Part I contains the technical bid and Part II contains the Price bid in the Bank's proforma and as per format in MSTC portal.
- 10) 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 visits, for inspection of our Regional Office/ Service setup/ Repair Centre services in State of Himachal Pradesh/ UT of Chandigarh maintained by us.
- 11) I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.

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

Name: _____

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 Reserve Bank of India, Shimla”**. The contract will be initially for a period of one year, commencing from April 01, 2026, and extendable for further for a period of two years (One year at a time) at the same rate/ mutually agreed rate at the sole discretion of the Bank, depending on the performance/ service rendered by the Contractor. The e-Tenders comprising both Part I (Technical) and Part II (Price Bid) shall be submitted through the MSTC website under RBI portal not later than 11:00 am on January 05, 2026. Duly filled - in details of Part I (Technical) 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.

- a. Composition of the tenderers: The tenderer should be a legal entity such as a company or partnership firm etc. 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 etc. Tenderers should have applicable tax and other registrations (PAN, TAN, GSTIN, EPF, ESIC, Labor Laws, UDYUM, etc.) supported by documentary evidence.
- b. The tenderer should be 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:

Sr. No	Tenderer's Eligibility Criteria	Documents to be uploaded
1	Prior Experience: The tenderer must have experience of minimum 5 years in the field of undertaking similar services/ works during last 5 years i.e., November 01, 2020 to October 31, 2025.	The Applicant should submit documentary evidence in support of minimum experience of 5 years as per Annexure II . The details along with documentary evidence of experience, if any, of carrying out works for the Reserve Bank of India at any center should also be given.
2	Minimum value of each completed work (qualifying): The tenderer must have successfully executed similar services/ works during last 5 years, between November 01, 2020 to October 31, 2025 individually costing as under: Three similar services, each costing not less than 40% of estimated cost. OR (b) Two similar services, each costing not less than 50% of estimated cost. OR (a) One similar service, each costing not less than 80% of estimated cost.	The tenderer should submit details of Qualifying similar services/ works carried out by the tenderer on or between November 01, 2020 to October 31, 2025, as per the format given in Annexure III and Annexure IV .
Note: "Similar Services/ Works" 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 yearly turnover of 100% of estimated cost (inclusive of GST) during the last 3 financial years (2022-23, 2023-24 and 2024-25).	i) Copies of the IT Returns for FY 2022-23, 2023-24 and 2024-25 ii) Audited Financial Statements (P&L and Balance Sheet) for FY 2022-23, 2023-24 and 2024-25 OR Certificate of turnover (for FY 2022-23, 2023-24 and 2024-25)
4	Banker's Solvency Certificate	Bankers' Solvency Certificate of value not less than ₹10.00 lakh as per the proforma given in Annexure XV to be uploaded along with the technical Bid.
5	Service Set-up/ Repair Centre in State of Himachal Pradesh/ UT of Chandigarh	The tenderer should have a full-fledged service setup/ repair centre with adequate technical staff and equipment for repair work in State of Himachal Pradesh/ UT of

Sr. No	Tenderer's Eligibility Criteria	Documents to be uploaded
		Chandigarh where from required quality services (99% uptime for PCs and 98% uptime for peripherals) can be regularly provided. Details of service centre in State of Himachal Pradesh/ UT of Chandigarh should be provided as per Annexure VIII . The Bank reserves the right to inspect the tenderer's repair center/ service setup in State of Himachal Pradesh/ UT of Chandigarh and satisfy itself about the quality and reliability of service that can be rendered by the tenderer before opening the concerned tenderer's Part II bid and it may reject the tender in the event of dissatisfaction with tenderer's infrastructure or otherwise.
6	Client Certificate: The tenderer should furnish their client certificates for services/ works carried out by them during the last 5 years.	The details shall be submitted as per format at Annexure IX .
7	ISO Certification: The tenderer must have a valid ISO 20000 certification. (Accreditation for IT Service Management).	The tenderer has to submit documentary evidence for the same.
<u>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.</u>		

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 up to the last date.

3. The tenderer shall also possess eligibility as per the criteria mentioned above.

Sr. No.	Eligibility	Documents to be uploaded
1)	Track record of the tenderer shall be clean without any involvement in any illegal activities or financial frauds.	Declaration in the format (as per Annexure XII and XIV) duly signed by

2)	There shall not be any case with the Police/ Court/ Regulatory authorities against the tenderer.	the authorized signatory on behalf of the tenderer, to be uploaded with regard to eligibility criteria at Sr. No 1 to 5.
3)	The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.	
4)	The tenderer must not have been suspended/ delisted/ disqualified by any organization including the Reserve Bank of India, on any grounds.	
5)	The tenderer should not have rescinded/ 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.	
6)	The tenderer shall have applicable and valid registration with statutory and shall submit details of the same in Annexure I and upload the documentary evidence to this effect.	Copy of the relevant registration certificates to be uploaded.
7)	The Tenderer shall have current account in a scheduled commercial bank	Details of Tenderer's Banker shall be uploaded in format Annexure XIII .
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 VI (If required by Bank, original to be submitted by the successful Tenderer to Reserve Bank of India Shimla)	Copy shall be uploaded in format Annexure VI along with the Part I documents. (PoA in original shall be submitted later, on demand)
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 X . 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.	Copy to be uploaded (as per Annexure X) along with the Part I documents
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, Shimla 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 evidence 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.

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

Name: _____

SECTION III - NATURE AND SCOPE OF WORK

1. Nature of Work

The Bank has a heterogeneous (make/model) set of Computers, Laptops, Printers, Kiosks, Projectors and Scanners as listed in Section V. 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, surface cleaning of machines, 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, Printers, Scanners, Display Units, Projectors, I-Pads, Macbooks, 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 Section V. It may please be noted that the list of items is indicative. The number of computer systems its peripherals and the models 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, Desktops, Laptops, etc.
- 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 contractor 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 contractor, with the approval of AGM (DIT Cell) of Reserve Bank of India, Shimla, will have to directly co-ordinate with the System Administrator at the Central Office/ Regional Office/ Data Centre, IDRBT or with the contractor of the application/s, to resolve any issues related to smooth functioning of internal packages of the Bank. The contractor shall also follow up with the Internet Service Provider in case of any disruption in services till the services are resumed. The contractor will also have to coordinate and assist in resolving issues with the technical team of other contractors such as Network, Firewall, MPLS, etc.

2. Place of Work:

- a. Reserve Bank of India, Shimla Regional Office, Main Market, Kasumpti Shimla.
- b. Reserve Bank of India, Shimla Holiday Home, Upper Kaithu, Tarahall Shimla.
- c. Any other location as and when indicated by the bank in Shimla.

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 Section V of the Tender Notice. Technical support for software listed in Section V must also be provided. The Bank has a heterogeneous (make/ model) set of computers (either diskless nodes or disk nodes) and laptops with Windows 10/ Windows 11 and above as operating system, set of printers {Network Laser Jet Printers (color and black & white), desktop laser jet printers, All in One Printers}, Projectors, e-book readers and Scanners. These computer peripherals will be covered under comprehensive AMC contract under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of components, surface cleaning of machines will have to be carried out by the contractor.

- ii. **Providing Level 1 Support:** The hardware systems which are covered under warranty and are not under the purview of AMC, the contractor 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 contractor/ OEM and coordinate with them for resolution of problem if any, without breaching the warranty terms and conditions. The onus will lie on the contractor to ensure that the calls are closed. Level 1 support includes necessarily follow up with contractor/ 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 DIT 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 Section V, so as to ensure that priority support level from OEM will be available to tenderer for problem resolution.
- iii. **Preventive Maintenance:** During the period of the Contract, the contractor 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 contractor 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 contractor should provide for at least one preventive maintenance schedule per quarter and failure to which will attract penalty as per the tender document. 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 contractor's representative on the lines as specified and recommended by the original manufacturer/best practices.

- iv. **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 updation 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/ maintaining Projectors and display screens. In case of corruption of data during replacement of Hard Disk, its recovery shall be the responsibility of the contractor and contractor shall maintain the licensed data recovery software for the same.

v. Replacement of defective parts with new & genuine parts

- a. In case where parts are unserviceable and such parts of the equipment's need replacement, the Contractor shall replace such parts with new ones promptly, at no extra cost to the Bank. Any component removed/ re-installed/ repaired must be with the full knowledge of IT Cell of the Bank and the components removed should be kept in IT Cell's custody. The tenderer shall agree that all the components of the equipment's shall be covered under this AMC contract and hence fall under the replaceable category only.
- b. The replacement of defective parts (electrical/ mechanical/ others) means either repair or replacement of parts at the site of installation. The contractor shall replace any worn out or defective part/ component of all the IT assets under AMC, at no extra cost to the Bank. All components of the equipment shall be covered under this comprehensive AMC agreement, excluding consumable articles (cartridges, toners, laptop battery, etc.) and non-functional parts

such as plastic casings and covers. Any unserviceable parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc. will be replaced with brand new parts at no extra cost to the Bank and the unserviceable part shall be kept by the contractor for proper disposal.

- c. In case of replacement of any of the parts or whole of the system, the contractor will be required to provide replacement with the same specifications/ make. If the contractor is not able to maintain any equipment due to non-availability of components/ parts, the contractor shall upgrade the component(s)/ part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the contractor 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.

- vi. **Safe Shifting/ relocation of Computer Hardware/ Peripherals:** To undertake shifting and reinstallation of equipment/s covered under AMC, if required. Shifting of IT equipments will be done at no extra cost to the Bank. The contractor 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. The contractor should arrange for safe shifting of component from the Bank to the Contractor's place and back for repairs/ replacement etc. The contractor should maintain proper record of such type of asset movement which shall be certified by the IT Officials of the Bank.

The contractor should arrange for safe shifting and setting up the IT Hardware/ Peripherals in any of the locations in Shimla, as indicated in Para 2 above i.e., "Place of Work". 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 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 Para 2 above i.e., "Place of Work".

(ii) In the case of printers, the toner/ cartridge, etc., as indicated at (v)(b) under this Section only will be considered as consumables and replaced by the Bank. If any other part is considered as consumable by the tenderer, the same shall be factored in the rate quoted.

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

- x. The contractor shall provide comprehensive maintenance services covering both preventive as well as corrective maintenance, for all assets covered under AMC. Under corrective maintenance the contractor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, during normal working hours of the Bank, at no extra cost to the Bank. All the components of the equipment shall be covered under this AMC contract and hence, fall under the replaceable category only. For Printers except cartridges/toners and for Projectors except lamps, all other replacements shall be done at no extra cost to the Bank. For all other IT asset such as PCs (except keyboard, mouse, etc.), Laptops, Scanners, I-Pads, MacBook, Printers, etc. all the components of the equipment, excluding non-functional parts such as plastic casings and covers, shall be covered under this comprehensive AMC Agreement. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord, etc., need replacement; the Contractor shall replace such consumable parts (other than - the FUSER ASSEMBLY, RIBBON, PRINTER CARTRIDGE & THE TONER CARTRIDGE, PRINTER HEAD, DRUM, ETC) at no extra cost to the Bank. Only those parts such as FUSER ASSEMBLY, STATIONERY, PRINTER CARTRIDGES & TONER CARTRIDGES, DRUM will be replaced, if required, at an additional cost to the Bank at actual on submission of proper bills by the contractor. All other components of the equipment's shall be replaced by the Contractor at no extra cost to the Bank. In case of replacement of any of the parts or whole of the system, the contractor will be required to provide replacement with the same brand/ model. If the contractor is not able to maintain any equipment due to non-availability of components/parts, the contractor shall upgrade the component(s)/ part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the contractor shall provide alternate/ substitute system/s of same or higher compatible configuration at its cost and responsibility till the above components are repaired or replaced by the contractor.

- xi. The contractor 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 contractor 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.
- xii. The contractor shall maintain an on-site inventory of spare parts etc., at the Bank, which should include at least One complete PC with DVD drive (with latest configuration), Laptop with Windows 11 OS – 1 nos, Keyboard – 2 nos, Mouse – 2 nos, DDR4 8 GB RAMs – 2 nos, Printer – 2 nos.
- xiii. The Contractor shall normally provide to the Bank one qualified Resident Engineer (RE). The Contractor should ensure that engineer deployed should have the minimum qualifications and service requirements as indicated below. REs deployed to the Bank, should be a BSc. (IT) or Diploma Engineers in Computer Science, IT/ Electronics/ preferably with MCSE and CISCO certification for dealing with issues relating to Networking, Windows server Operating systems, Antivirus software, Microsoft Office 2016 or above, Adobe Studio and Windows desktop operating systems (Windows 10 and above) with at least 02 year's post qualification experience in providing maintenance/ service in computer hardware/ peripherals and in various operating systems, who should carry out all the preventive, corrective maintenance and trouble shooting. 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 Contractor etc. RE should have good communication skills, positive attitude and technical understanding and knowledge. The contractor should provide the bio-data and information in respect of RE 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 contractor and shall be accepted by the contractor. In such cases changes in payments to the contractor shall be made accordingly.

- xiv. The normal working hours for RE will be 09:30 hrs to 17:30 hrs on all working days (Six days) except Sunday & holidays. The RE shall report to the Department of Information Technology 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. There will be no additional compensation from the Bank for such circumstances. However, such circumstances shall be compensated by granting compensatory-off to the RE.

- xv. The contractor should not rotate/ change their resident engineer frequently and keep deployed the same RE for the whole contract period. The contractor should inform the Bank in writing well in advance about the change of RE, in case of unavoidable circumstances that necessitates change of RE.
- xvi. The contractor shall provide to the Resident Engineer at least two pairs of uniform attire, with the company name inscribed on, at no extra cost to the Bank and the RE shall wear uniform and keep displayed their ID Cards (issued by company) with themselves during their duty hours. The contractor shall submit to IT Cell, on award of the contract, the biodata of RE being deployed to the Bank along with their photographs and police antecedent report. The contractor shall also provide mobile phone to the RE at no extra cost to the bank.
- xvii. The Bank shall have the right to reject the Resident Engineer deployed by the contractor at any point of time by providing a notice in writing with a minimum notice period of two weeks, within which the contractor shall arrange for a new Resident Engineer. The decision of the Bank in this

regard shall be final.

- xviii. The RE deployed to render services shall be skilled, trained and experienced with necessary skill sets other than mandatory qualifications, for delivery of the services mentioned in this document.
- xix. The RE are dedicated personnel for a location responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to Hardware, Peripherals, Active Network equipment such as Switches, Modems and Routers. They should also be qualified enough to do first level diagnosis and troubleshooting problems relating to standard software such OS, Internet Explorer, Microsoft Office, or Microsoft Exchange, Anti-virus, etc. They should also be capable of troubleshooting problems encountered by the end users in Customer applications. They should have training and experience of managing and troubleshooting the problems under environments like Windows 10 and above, LAN/ WAN, Oracle Applications, PCs and associated peripherals, backup / restoration using various tools, etc.
- xx. The RE/ qualified service personnel of the company/ firm are required to carry in person their company/ 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.
- xxi. The RE should be responsible for the decisions that need to be taken on time-to-time basis, including organizing, planning, directing & execution of assigned task. The RE shall coordinate and follow up the overall activities for the location.
- xxii. The Resident Engineer at Bank's location/s are governed by the codes and ethics of the workplace and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. The contractor should ensure that character and antecedents of REs deployed are verified from police authority before their deployment.

Contractor has the responsibility of arranging/submitting Police Verification Report of the resident engineer, to the Bank.

- xxiii. The tenderer should have adequate number of technically qualified staff posted in State of Himachal Pradesh/ UT of Chandigarh for dealing with issues relating to Networking, Windows server Operating systems, Antivirus software, Microsoft Office 2016 and above, Adobe Studio and Windows desktop operating systems (Windows 10.0 and above) among others. The tenderer should be presently maintaining site/s in State of Himachal Pradesh/ UT of Chandigarh where support is provided to the above-mentioned software.
- xxiv. The RE should carry out the periodical cleaning of IT equipment of the Bank. The cleaning shall be carried-out by using vacuum cleaner, including machines which are under warranty at least once in a quarter. The record of the same shall be submitted to the Bank.
- xxv. RE should maintain a health-card for all items of equipment covered under AMC. The contractor 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.
- xxvi. The contractor shall ensure that whenever a PC/ Laptop or any storage device is being transferred to storeroom for its disposal or subsequent disposal, a certificate from the AMC/ FMS vendor, countersigned by the user of that PC/ Laptop or the storage device, to the effect that the data in the device has been formatted/ data has been completely deleted as per the extant guidelines, is submitted to the IT Cell. The bidder shall procure at its own cost and use standard data erasure software for Desktop PCs/ Laptops, and it should be compliant with global data erasure/wiping standard and generates a certificate of destruction to verify data erasure. Further, the bidder shall use only licensed version of

such software/s.

- xxvii. 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.
- xxviii. The Contractor should provide adequate workmen insurance compensation policy including insurance cover to its RE 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.
- xxix. 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 Contractor 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.
- xxx. The RE have to maintain (manually or through an application) the following:
 - a. Inventory Register: Details of all hardware and software at the Bank under AMC and under manufacturers 'warranty'.
 - b. Call register: to log all calls received from the users.
 - c. Contractor Register: Details of all third-party contractor, if any, and details of calls logged with these contractors.
 - d. 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.
 - e. Contractor 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.

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

Name: _____

SECTION IV - 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 by the Bank to acquire any of the items included or rejected. All information included by the contractors in their proposal will be treated in strict confidence.
2. The tenderer must convey its acceptance of all terms & conditions of the tender in the form of tender (Section I of the tender), which shall be duly signed by the authorized signatory and uploaded the same along with Part I documents.
3. Tenders shall be submitted in two parts on MSTC portal viz. **Part I containing Pre-qualification and Eligibility Criteria and technical details** of the offer and **Part II containing prices only** latest by 11:00 am on January 05, 2026. 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 XVII](#) (Part-II). 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 documents should contain the information/ documents, as indicated in check list of documents to be uploaded as per [Annexure XVI](#), which should not contain any information on price for the proposed work. Part I documents to be uploaded in MSTC portal. All the documents should be indexed, flagged and page numbered. **Part I will be opened at 12:00 pm on January 06, 2026.**
5. **The format of Part II (Price Bid) is given in [Annexure XVII](#) for information of tenderers, i.e., for illustrative purpose.** Please note that Financial/ 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 Financial/ 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 RE deployed to the Bank which shall include payment of at least 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 of three years. 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 contractor.

6. The tenderer shall bear all costs associated with the preparation and submission of its Tender and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

7. Evaluation of bids: Technical Bid

- i. The technical bid (Part I) 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 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 RBI, 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, if required, conduct visit to the service set-up/ repair center of the tenderer, located in State of Himachal Pradesh/ UT of Chandigarh 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 financial /price bids of only technically qualified tenderers will then be opened for the purpose of Commercial evaluation.

8. Evaluation of bids: Financial Bid

- i. The prices must be quoted as per the format given in [Annexure XVII](#) (Price Bid) on MSTC portal only. Amount quoted against each AMC and FMS items in Price Bid format should contain the cost of one resident engineer who shall be posted at the Bank for providing AMC & FMS support. The Price quoted in respect of Resident Engineer must not be less than the minimum wages (Basic + VDA) specified by Chief Labour Commissioner, Government of India, vide its order File No. 1/6(1)/2025-LS-II dated September 25, 2025 under Category for – Highly Skilled - Area C (Building Operations). Non-compliance to the above/ latest applicable minimum wages requirement may lead to the disqualification of the tender. All the prices quoted shall be in Indian Rupees.
- ii. 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 RE to be posted at RBI Shimla, then the tenderer must submit documentary proof in this regard along with [Annexure XIV](#). After opening of price bid, any deviation found in this regard will lead to cancellation of the bid submitted by the tenderer.

- iii. Opening of Part II (Price Bid) of the Tender will be intimated to the qualified tenderer. The offer should be valid for 90 days from the date of opening of Part I of the tender.
- iv. The tenderer who quotes the lowest total cost towards providing the AMC/ FMS shall be considered as the L1 tenderer.
- v. Rate analysis in respect of the prices quoted for the items indicated in the Price Bid, clearly indicating the cost of manpower deployment and AMC/ FMS charges, may be called for from the bidders, if required, during the process of evaluation. However, successful bidder is required to submit the same on award of work.

9. A pre-bid meeting will be held at 11:00 AM on December 22, 2025, at Reserve Bank of India, Shimla to discuss/ clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Not more than two authorized representatives of any tenderer can attend the pre-bid meeting with prior intimation to the Bank. Clarifications will be uploaded as corrigendum to the tender in MSTC portal and also RBI website, before December 23, 2025. Tenderers are advised to see corrigendum, if any, before submitting their bids. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer.

10. Deviations to the terms and conditions, if any, shall be clearly mentioned by the contractor 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 Financial/ Price Bid, which is meant only for the quotation of offer price/ rate.

- 11.** Tenderer shall deposit Earnest Money Deposit (EMD) of ₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only), which shall be remitted to Bank Account of RBI Shimla, through NEFT as per the details given below, before 10:00 am on January 05, 2026.

Account No. 186003001

Beneficiary Name: Reserve Bank of India, Shimla

IFSC Code - RBIS0SMPA01 (0=Zero)

Proof of remittance with transaction details (Scanned copy) shall be attached/ uploaded along with Part I documents. The tenderers are also advised to send the proof of remittance with transaction details (scanned copy) to ditshimla@rbi.org.in.

A tender which is not accompanied by such EMD will not be considered for further processing.

No interest will be paid on EMD. EMD of the unsuccessful contractor(s) will be refunded/ returned by the Bank in due course.

The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), shall be exempted from the requirement of submission of Earnest Money Deposit.

Note for MSEs - MSE bidders are requested to inform us by email at ditshimla@rbi.org.in and submit a copy of valid MSE certificate on or before January 05, 2026, by 10:00 am. Please note that failure to provide this intimation in advance may result in the Bank not opening respective Part I (Technical bid).

- 12.** As a security for due fulfillment of the terms and conditions and obligations of the service contract, the tenderer shall furnish a Performance Bank Guarantee (PBG), as per [Annexure XI](#), of 10% of the value of AMC, which shall be valid for two months beyond the period of Contract. The contractor shall renew the Performance Bank Guarantee for a further period upon renewal of the contract for the work by the Bank. The EMD furnished by the successful tenderer at the

time of submission of the tenders will be returned on submission of the Bank Guarantee in lieu of security deposit as stated above. If the successful tenderer fails to submit the Performance Bank Guarantee In lieu of Security Deposit within the stipulated timeframe 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.

- 13.** The said Security Deposit shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/ damage, if any, sustained by the Reserve Bank of India, Shimla on account of the failure or negligence of the workers deployed by tenderer or in the event of breach of the agreement by the tenderer.
- 14.** The prices quoted shall be deemed to be for the whole work and shall be firm and binding without any escalation whatsoever for a period of one year. 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 contractor and in the absence of the same the liability of meeting the minimum wage requirement will rest with the Contractor. In case of such enhancement in minimum wages by the Central Government, the same shall be effected by the contractor forthwith, to the extent of meeting the requirement of payment of at least minimum wages to the RE

deployed at the Bank and the Bank shall reimburse such payments on submission of satisfactory documentary evidence thereof.

- 15.** The prices quoted should be inclusive of charges for comprehensive on-site maintenance/ service of computer hardware/ software, cost of Resident Engineer deployed to the Bank inclusive of all applicable taxes (including GST), levies, all necessary statutory payments in respect of RE 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.
- 16.** 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.
- 17.** The Bank reserves rights to demand replacement of engineers posted without assigning any reason thereof and the decision of the Bank in this regard shall be final.
- 18.** Award of Contract: The Bank shall shortlist the tenderers based on the evaluation criteria detailed 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 immediately after notification of award of work.
- 19.** 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 April 01, 2026, 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.

20. Signing of Contract: The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. 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, minutes of pre-bid meeting, 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 (as per format in [Annexure V](#) - Articles of Agreement) in accordance with 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 itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed.

21. 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 Contractor from any further dealing with the Bank and the EMD/ Security Deposit money of contractor would also be forfeited.

22. 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, subject to satisfactory performance/ service rendered by the

contractor. In the event of (a) the performance of the contractor in any respect not being found to be satisfactory or (b) failure on the part of contractor in complying with the terms and conditions specified in the tender or (c) the services rendered by the contractor 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 contractor shall be disqualified from participating in further tendering activities of the Bank for at least one year.

The formula to be used, upon renewal of contract, if any, which is applicable only to enhancement of AMC/ FMS rates and wages to REs deployed, will be as follows:

Indexation for AMCs

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

Where,

A = Contract Amount for the current/ new year;

B = Contract Amount for the previous year coming to an end

WPIC = Wholesale Price Index for Electrical equipment six (06) months prior to the Commencement date of contract for the current/ new year;

WPIP = Wholesale Price Index for Electrical equipment six (06) months prior to the Commencement date of contract for the previous year coming to an end;

CPIC = Consumer Price Index for industrial workers for urban six (06) months prior to the commencement date of contract for the current/ new year;

CPIP = Consumer Price Index for industrial workers for urban Six (06) Months prior to the commencement date of contract for the previous year coming to an end.

Indexation for Resident Engineer

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

Where,

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

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

CPIC = Consumer Price Index for industrial workers for Urban/ Mumbai City six (06) months prior to the commencement date of contract for the current/new year;

CPIP = Consumer Price Index for industrial workers for Urban/ Mumbai City Six (06) Months prior to the commencement date of contract for the previous year coming to an end.

Source of Indices:

WPI: from the Office of Economic Advisor, GOI

CPI: from the labour Bureau, GOI

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

24. 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.

25. Terms of Payment:

- i. The successful tenderer should pay wages to its Resident Engineer deployed to the Bank, not less than the minimum wages as specified in the extant Central Minimum Wages notification issued by the Ministry of Labour and Employment (Office of the Chief Labour Commissioner (C), Government of India, vide its order File No. 1/6(1)/2025-LS-II dated September 25, 2025 under Category for – Highly Skilled - Area C (Building Operations). 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/ contractor 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 contractor. The Bank will normally make all payments due under this Agreement (the payment in respect of the preceding month) latest by 15th of the succeeding month of a quarter provided the bill submitted by the contractor 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 authorized signatory with proper stamp as used by the Contractor. The bill will be settled on actual services provided and not on notional basis.

26. Taxes: The contractor 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 contractor is complying with the provisions of all statutes and rules applicable to them. The prices quoted shall be deemed to include all applicable taxes (including 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 Contractor.

27. Compliance with various Statutes:

- i. The Contractor 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 Contractor in this respect and shall in no way make liable to the labourers engaged by the Contractor. The Bank will be absolved from any obligations under the various Central Government statutes regarding contract labour/ minimum wages and the Contractor 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 Contractor to the Resident Engineers deputed by him/her to the Bank.
- ii. The contractor 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 contractor 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 contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Reserve Bank of India, Shimla in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor 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 contractor 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.

- iii. The Contractor 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 Contractor shall be solely responsible for liabilities, if any, in this regard.
- iv. The contractor will be mandatorily required to credit salaries, and all pay components only through direct credit to the bank accounts of RE deputed to the Bank.
- v. The Bank reserves the right to verify compliance in this regard and Contractor 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 RE deployed at the Bank. Also, Bank may require evidence of having the RE on pay roll of the company/ firm as a regular employment. The resident engineer are required to be on the pay roll of the company/ firm as regular employment.

28. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, Shimla 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 Contract or 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 contractor'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 contractor's monthly payment and Security Deposit.

29. Insurance and Indemnity:

- i. The contractor 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 contractor'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 contractor 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 contractor 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 contractor 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 contractor shall keep the Reserve Bank of India, Shimla indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to settle/ contest the same. In case Reserve Bank of India, Shimla is made party and is supposed to contest the case, the Reserve Bank of India, Shimla will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to Reserve Bank of India, Shimla on demand. Further, the contractor shall ensure that no financial or any other liability comes on the Reserve Bank of India, Shimla in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The contractor shall further keep the Reserve Bank of India, Shimla indemnified against any loss to the Bank's 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 contractor under this contract.
- iii. The Contractor shall ensure that the instructions/ directions issued by Central and State Governments and also the Bank in connection with any Health Emergency/ Pandemic/ Epidemic are followed scrupulously by the workmen deployed at the Bank. The Contractor must deploy their staff in such manner that they are preferably in proximity to the Bank and can attend to duties on their own, even in emergency situations like Covid pandemic or such other situations and no staff from containment area or under quarantine should be deployed for work. Further, the Contractor shall closely monitor the staff deployed at the Bank and in case of any of

his/her staff/ family member of staff is found to be positive/ infected or such other communicable infection, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the Contractor 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 Contractor.

- iv. The contractor shall take 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 contractor shall indemnify the Bank for any loss or damage that occurs to persons or third party while executing the work. Public liability policy shall be minimum ₹2.00 lakh per person for any one accident or occurrence and minimum ₹5.00 lakh in respect of damage to property for any one accident or occurrence. The Contractor 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 currency of this contract or at Common Law in respect of any employee of the Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Bank a policy of Insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The workmen/engineers or their legal heirs shall not claim any insurance /job benefit from the Bank incase 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 Contractor 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 Contractor.

- v. Whenever any claim, which may not be covered by the insurance policies referred to above, against the contractor 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 Contractor. 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 contractor under this or any other contract with RBI. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Bank on demand the balance remaining due.
- 30.** The persons deployed by the contractor for the services mentioned in this contract shall be the employees of the contractor 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 Contractor to ensure that no liability on this count should come on the Bank in respect of staff deployed by him.
- 31.** The Contractor shall ensure that none of the persons deployed by contractor will contact the Reserve Bank of India, Shimla or the Bank's Central Office/ other Offices of the Bank in the matter relating to payment of their dues, wages, leave relievers, etc. The Contractor shall be responsible for the discipline, loyalty and conduct of the staff deployed by him/her.
- 32.** The contractor 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 contractor 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 contractor 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 Regional Director, Reserve Bank of India, Shimla, a sum as may be claimed by any person/ client/ statutory authority.

- 33.** The contractor shall be required to maintain permanent attendance register/ roll within the building premises either manually or through biometric access system, installed at the Bank which will be open for inspection and checking by the authorized officers of Bank. The contractor 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 contractor, failing which appropriate deductions shall be made from the payment due to the Contractor. 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 Staff Members or guests/ visitors, the same will be viewed seriously and the Bank reserves the right to terminate the contract or recover damages/penalty.
- 34.** The contractor shall pay the employer's contribution in respect of the RE 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'. Contractor has to deposit the ESI & EPF contribution locally in Shimla only and he has to ensure that all his employees are given ESI Card and EPF Card.
- 35.** The contractor shall submit to the Bank the proof of having deposited the amount of ESI & EPF contributions towards the REs deployed at the Bank in their respective names, before submitting the bill for the subsequent quarter. In case the contractor fails to do so, the amount towards ESI & EPF

contribution will be withheld till submission of required documents.

- 36.** The contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the RE deployed by him. For the purpose of proper identification of the staff of the contractor deployed for the work, the contractor shall issue identity cards bearing their photographs/ identification, etc., and such employees shall display their identity cards at the time of duty.
- 37.** The contractor 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.
- 38.** In case any of the person so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person/s on the report of the Bank in this respect. Further, the contractor 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.
- 39.** The Contractor shall agree and undertake that the staff/ service provided by the staff, deployed by him/her to the Bank, shall be to the entire satisfaction of the Bank and the Contractor should make it clear to the staff that they are the employees of the Contractor 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 Contractor shall be responsible for providing such amenities as admissible under the law/ rules/ service conditions to the staff deployed by the Contractor for providing AMC/ FMS service to the Bank.
- 40.** The Contractor 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 contractor and shall in no way make liable

to the staff engaged by the Contractor.

- 41.** In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person/s on the report of the Bank in this respect. Further, the contractor 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.
- 42.** The Contractor shall ensure that no employee of his/her company/ agency/ firm will enter or remain in the Bank's premises beyond the specified time limits unless necessary for fulfilling the company/ agency/ firm's obligations and with the permission of the Bank.
- 43.** The contractor shall remove all staff/ workers deployed by him 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.
- 44. Penalty:** If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹200/- for peripherals, ₹500/- for PCs/ Laptops/ I-Pad/ Macbook 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.

If corrective maintenance of equipment within 24 hours and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹300/- for peripherals (Maximum ₹3000/- per complaint) and ₹500/- per day for PCs/ Laptops (Maximum ₹5000/- per complaint), may be imposed, at the discretion of the Bank. Downtime will be counted from the time of reporting the maintenance call by the Bank to the Vendor till the resolution of the problem (if the fault is not rectified within two (02) hours of reporting of complaint or necessary standby equipment is not provided by the Vendor to the Bank without any extra cost). Downtime of 24 hours or less but not less than two

(02) hours, will be taken as one day for calculation of penalty. The Bank may also consider termination of the contract, if any of the terms and conditions of the contract is not followed by the vendor.

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

46. Absence of engineers at work will attract a proportional deduction from the charges in the subsequent quarterly payment if alternate arrangements are not made. Non-adherence of at least 60% of scheduled engineer visit in a month will attract a further penalty of ₹1000/- which will be deducted from subsequent quarterly payment.

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

48. 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 contractor. 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 Contractor or through other means.

49. Non-disclosure Clause:

- i. The Contractor must acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this AGREEMENT 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 Agreement 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 Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement are fully satisfied.

- ii. The Contractor 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 Contractor 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.

50. The Contractor and the Resident Engineers should adhere to the IS Policy guidelines of the Bank.

- i. The Contractor 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.
- ii. The Contractor 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.

51. Prevention of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

- i. The contractor/ 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 Contractor/ Tenderer and the Contractor/ Tenderer shall ensure appropriate action under the said Act in respect of the complaints.

- ii. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- v. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

52. Force majeure:

- i. 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 agreement. The agreement 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 agreement is prevented or delayed by reason of any such event for a period exceeding 180 days, either party may exercise its option to terminate the agreement.

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

53. Dispute Resolution: The Bank and the contractor 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 Regional Director, Reserve Bank of India, Shimla, Main Market, Kasumpti, Shimla 171009 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings. The Contractor 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 this 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 Shimla only. The provision of Arbitration and Conciliation Act 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

54. Jurisdiction: All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of courts in Shimla 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: _____

**SECTION V - DETAILS OF COMPUTER HARDWARE, COMPUTER SOFTWARE
AND PERIPHERALS TO BE COVERED UNDER AMC/ WARRANTY (SCHEDULE
OF QUANTITIES)**

Sr. No.	Item	Description	Under AMC	Under Warranty	Total
1.	PCs	Desktop PCs of make HP & Dell	10	04	14
2.	PCs	Desktop PCs AIO of make HP & Dell	13	39	52
3.	Printers	Laserjet Network Printers All in One (Colour/ B&W), Laserjet MFP Printers All in One (B&W), Laserjet Personal Printers (B&W), Card Printer of make HP, Canon & Fargo	08	14	22
4.	Scanners	ADF of make HP & Cannon	00	02	02
5.	Laptops	Laptops of make Dell, HP, MacBook, I-pad, Ebook Reader of Make HP, Dell, Amazon (Kindle)	29	02	31
6.	Projector	BenQ, Epson	01	01	02
7.	Direct-to-Card Printer	Direct-to-Card Printer Annual Charges for Comprehensive AMC Make: HID FARGO	01	00	01

Notes: The above-mentioned numbers may vary depending on the Bank's requirements

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

Part C: Technical Support for Operating Systems:

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

ANNEXURE I: COMPANY/ FIRM PROFILE

(The pages in original, on the letter head of the company/ firm to be uploaded while submitting the e-tender)

Profile of the Company/Firm:

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

Sr. No.	Particular	Response																
1.	The registered name of the Tenderer																	
2.	Name and designation of the authorized official responding to the request (copy of Power of Attorney as per Format Annexure VI , shall be uploaded by the tenderer)																	
3.	Contact telephone, fax number and E-mail Address																	
4.	Registered Office (address)																	
5.	Legal form of organization																	
6.	Name and address of parent company/ firm, if any																	
7.	Registration Details: (i) GST (Regn. No.) (ii) ESI (Regn. No.) (iii) EPF (Regn. No.) (iv) PAN No. (v) Contract Labour (Regulations and Abolition) Act, 1970, (vi) UDHYAM (If yes, provide Regn. No)																	
8.	Financial (in crore): The tenderer shall submit Audited Financials comprising of Balance Sheet and Profit & Loss Statement for FY 2022-23, FY 2023-24 and FY 2024-25	<table border="1"> <thead> <tr> <th>Particular</th><th>2022-23</th><th>2023-24</th><th>2024-25</th></tr> </thead> <tbody> <tr> <td>Total Turnover</td><td></td><td></td><td></td></tr> <tr> <td>Total Turnover from AMC/ FMS</td><td></td><td></td><td></td></tr> <tr> <td>Total Profit</td><td></td><td></td><td></td></tr> </tbody> </table>	Particular	2022-23	2023-24	2024-25	Total Turnover				Total Turnover from AMC/ FMS				Total Profit			
Particular	2022-23	2023-24	2024-25															
Total Turnover																		
Total Turnover from AMC/ FMS																		
Total Profit																		

		Total Profit from AMC/FMS				
9.	ISO certificate for IT services - ISO 20000					
10.	Whether there is legal action being taken against the tenderer for any cause in any legal jurisdiction?					
11.	Please give escalation matrix for problem resolution. The matrix should include a senior Officer at the head office of the company/firm. Designation, phone no., fax no and e-mail address of the officials mentioned in the escalation matrix.					
12.	Please provide other information of material and relevant nature, which you feel, has not been covered elsewhere.					

Signature:

Name:

Designation:

Date

**ANNEXURE II: DETAILS OF WORKS CARRIED OUT DURING THE LAST 5
YEARS (November 01, 2020 to October 31, 2025)**

Sr. No.	Name and Address of the Client	Value of the work	Work Order No./ Date	Period of Work	Whether work was completed or not?	Phone Number and name of contact person of the Client	Reasons of delay, if any
1.							
2.							
3.							
4.							
5.							

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

Signature of the Authorized Official with Seal

Date:

**ANNEXURE III: DETAILS OF QUALIFYING SIMILAR SERVICES/ WORKS
CARRIED OUT BETWEEN NOVEMBER 01, 2020 TO OCTOBER 31, 2025 (As per
Section II – Para 2.b.2)**

Sr. No.	Name and Address of the Client	Value of the work	Work Order No./ Date	Period of Work	Whether work was completed or not?	Phone Number and name of contact person of the Client	Reasons of delay, if any
1.							
2.							
3.							
4.							
5.							

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

Signature of the Authorized Official with Seal

Date:

**ANNEXURE IV: DETAILS OF SIMILAR WORKS CURRENTLY BEING
UNDERTAKEN**

Sr. No.	Name and Address of the Client	Value of the work	Work Order No./ Date	Period of Work	Whether work was completed or not?	Phone Number and name of contact person of the Client
1.						
2.						
3.						
4.						
5.						

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

Signature of the Authorized Official with Seal

Date:

ANNEXURE V: ARTICLES OF AGREEMENT (FORMAT)

THIS AGREEMENT is made at Shimla on _____ between the Reserve Bank of India (hereinafter called the “Bank” which expression shall unless repugnant to the context, be deemed to include its successors and assigns) constituted under the provisions of the Reserve Bank of India Act, 1934, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001, represented by the authorized official _____, of the Reserve Bank of India, Shimla (hereinafter called ‘RBI Shimla’ or) Main Market, Kasumpti, Shimla 171 009, of the one part and _____, incorporated as company under the provisions of the Companies Act, 1956, having its Corporate Office _____ (hereinafter referred to as ‘the Contractor’) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART, represented by _____, who is duly authorized by the Board of Directors of the company.

Whereas

The Bank having its Central Office at Mumbai and Regional Offices/ Branches on various places all over India, established RBI Shimla, the first party to the agreement.

RBI Shimla is desirous of availing the services of the contractor for the purpose of “Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla (herein the term ‘Shimla’ shall include ‘Reserve Bank of India, Regional Office, Shimla; RBI Holiday Home, Upper Kaithu, Tarahall and any other location as and when indicated by the bank in Shimla’)” (hereinafter called “the Services”)

RBI Shimla wants to engage the Contractor to provide the Services at RBI Shimla and the Contractor (the second party to the agreement) has approached RBI Shimla to provide the said Services.

The Contractor has represented that he/ she/ firm/ company is in the business of providing the Services to reputed establishments like banks, Central Government, Financial Institutions & Corporate Houses, etc. and having eligibility as per the specified eligibility criteria and offered to the RBI Shimla to provide the said Services,

upon and subject to the Conditions set forth in the Tender document (Sections I to V and the [Annexures I to XVI](#)) and at the respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)).

The Contractor has agreed to execute this Contract upon and subject to the conditions set forth in the Tender document (Sections I to V and the [Annexures I to XVI](#)) and at respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)) all of which are collectively hereinafter referred to as “the said Conditions”. The amount payable thereunder is referred to as “the said Contract Amount”, which shall be the quoted rate.

The parties hereto being desirous of reducing into writing the terms and conditions of the Contract and of the work to be carried out by the Contractor, have agreed hereinafter that the Form of Tender, General Instructions of the Tender – Eligibility Criteria, Scope and Nature of Work, Terms and Conditions of the Contract set forth in the Tender (Sections I to V and the [Annexures I to XVI](#)), subsequent correspondences and letter of intent and the respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)) shall be read as part and parcel of this agreement. This agreement shall also not restrain the parties from mutually setting forth such further or other Terms and Conditions, modifying or altering this Agreement to ensure due execution of the Services contemplated under this Agreement; provided no such modification or alteration shall be in derogation to the Terms and Conditions of this Agreement.

Upon and subject to the said Conditions (Sections I to V and the [Annexures I to XVI](#)) and at the respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)) amounting to the payable there under, this contract has been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor upon and subject to the said Conditions shall execute and complete the Services described in the Tender Document (Sections I to V and the [Annexures I to XVI](#)) and at respective rates therein set forth in the Financial / Price Bid of the Tender ([Annexure – XVII](#)).

2. RBI Shimla shall pay the Contractor the said Contract amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions in the Tender Document (Sections I to V and the [Annexures I to XVI](#)) and at respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)).
3. The said conditions and all subsequent correspondence hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and correspondence and perform the agreement on their part respectively in the said Conditions and correspondence contained.
4. This Contractor is to be paid for according to the completion of work as contained in Financial/ Price Bid of the Tender ([Annexure XVII](#)) or as provided in the said conditions and as per the conditions specified in the Tender (Sections I to V and the [Annexures I to XVI](#)).
5. The Contractor hereby agrees to commence work from April 01, 2026 as provided for in the said conditions (Sections I to V and the [Annexures I to XVI](#)) and at respective rates therein set forth in the Financial/ Price Bid of the Tender ([Annexure XVII](#)).
6. All payments by RBI Shimla under this Contract will be made only at Shimla.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Shimla and only Courts in Shimla shall have the jurisdiction to determine the same.
8. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.
9. If preventive maintenance schedule of equipment and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹200/- for peripherals, ₹500/- for PCs/ Laptops/ I-Pad/ MacBook 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.

10. If corrective maintenance of equipment within 24 hours and stipulated uptime of hardware and system software is not adhered to, a penalty per day of ₹300/- for peripherals (Maximum ₹3000/- per complaint) and ₹500/- per day for PCs/ Laptops (Maximum ₹5000/- per complaint), may be imposed, at the discretion of the Bank. Downtime will be counted from the time of reporting the maintenance call by the Bank to the Vendor till the resolution of the problem (if the fault is not rectified within two (02) hours of reporting of complaint or necessary standby equipment is not provided by the Vendor to the Bank without any extra cost). Downtime of 24 hours or less but not less than two (02) hours, will be taken as one day for calculation of penalty. The Bank may also consider termination of the contract, if any of the terms and conditions of the contract is not followed by the vendor.
11. All disputes arising under this agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Regional Director, Reserve Bank of India, Shimla, Main Market, Kasumpti Shimla 171009 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings. The Contractor 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 this 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 Shimla only. The provision of Arbitration and Conciliation Act 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.
12. The Contractor shall keep RBI Shimla indemnified against all claims whatsoever in respect of the employees deployed by him/her. In case, any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to settle/ contest the same. In case, the Reserve Bank of India, Shimla, is made party and is supposed to contest the case,

RBI Shimla will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the RBI Shimla on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the RBI Shimla in this respect of any nature whatsoever and shall keep the Reserve Bank of India, Shimla, indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the RBI Shimla, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

13. The Contractor shall further keep RBI Shimla indemnified against any loss to the property and assets of RBI Shimla. RBI Shimla shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with the applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

15. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-

disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

16. The contractor/ tenderer shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filled before the Internal Complaints Committee constituted by the Contractor/ Tenderer and the Contractor/ Tenderer shall ensure appropriate action under the said Act in respect of the complaints.
17. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
18. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
19. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written. (If the Contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written. (If the Contractor is a Company)

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of	(If the part is a partnership firm or any individual should be signed by all or on behalf
--	---

Shri _____ (Name and Designation)	of all the partners.) SIGNED AND DELIVERED BY (1) Shri _____ (Name and Address) (2) Shri _____ (Name and Address) (If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.) THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on _____ _____ (1) Shri _____ (Name and Address) (2) Shri _____ (Name and Address)
Witnesses (1) _____ (Name and Address) Witnesses (2) _____ (Name and Address)	Witnesses (1) _____ (Name and Address) Witnesses (2) _____ (Name and Address)

ANNEXURE VI: POWER OF ATTORNEY (FORMAT)

Application/ Proposal and Documents

(On Non-Judicial Stamp Paper of appropriate value)

Know all persons 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 Reserve Bank of India, Shimla' including signing and submission of all documents and providing information/ responses to RBI Shimla, representing us in all matters before RBI Shimla, and generally dealing with RBI Shimla 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 our aforesaid 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 VII: ANNUAL TURN OVER FOR LAST THREE YEARS

Years	Total Annual Turnover	Turnover from Only AMC/ FMS
2022-23		
2023-24		
2024-25		

Signature of the Authorized Official with Seal

Date:

**ANNEXURE VIII: MAINTENANCE AND SERVICE SUPPORT CENTRE/ SET-UP
AVAILABLE IN STATE OF HIMACHAL PRADESH/ UT OF CHANDIGARH**

1. Whether the tenderer is having any Office in State of Himachal Pradesh/ UT of Chandigarh: (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. No. of Permanent staff at the Centre:
4. Of which technical staff permanently stationed at the above Centre/s
5. 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 State of Himachal Pradesh/ UT of Chandigarh with sufficient qualified technical personnel in providing maintenance/ service to computer hardware/software)

Signature of the Authorized Official with Seal

Date:

ANNEXURE IX: CLIENT CERTIFICATE REGARDING PERFORMANCE OF TENDERER (FORMAT)

To Whomsoever it may concern

Sr. No.	Particulars	Comments
1)	Name & address of the Client	
2)	Details of Works executed by M/s __ (Tenderer)	
3)	Name of work with brief particulars	
4)	Agreement No. and date	
5)	Agreement amount	
6)	Date of commencement of contract	
7)	Stipulated date of completion	
8)	Period of contract	
9)	Details of compensation levied for delay (indicate amount) if any	
10)	Gross amount of the contract completed and paid	
11)	Name and address of the authority under whom contract executed	
12)	Whether the contractor employed qualified Engineer/Overseer during execution of contract?	
13)	i) Quality of work (indicate grading) ii) Amt. of work paid on reduced rates, if any	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
14)	i) Did the contractor go for arbitration? ii) If yes, total amount of claim iii) Total amount awarded	
15)	Comments on the capabilities of the contractor.	
	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 behavior	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

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

Signature of Reporting Officer with Office seal

(To be signed by the Officials of Client Firm)

Date:

ANNEXURE X: CERTIFICATE OF INDEMNITY

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

Tender No: _____ Dated: _____

क्षेत्रीय निदेशक / The Regional Director

भारतीय रिजर्व बैंक / Reserve Bank of India

मैन मार्केट / Main Market

कसुम्पटी / Kasumpti

शिमला / Shimla – 171009

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

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. We shall ensure compliance with any other law at the time being in force during the duration of the AMC which we are obligated to comply with.
4. We shall ensure compliance to all the obligations arising under the Contract

Labour (Regulations and Abolition) Act, 1970, Minimum Wages Act as per the Central Government, Workmen's Compensation Act, 1923, PF/ESI Act and other Labour Laws prevailing in the country.

5. We shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention and Redressal) Act 2013.
6. 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.
7. 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.
8. 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.
9. 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.
10. We shall adhere to IS Policy guidelines of the Reserve Bank of India.

Dated this _____ day of _____ 2025

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 XI: BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(FORMAT)**

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

Tender No. _____ Date: _____

क्षेत्रीय निदेशक / The Regional Director

भारतीय रिज़र्व बैंक / Reserve Bank of India

मैन मार्केट / Main Market

कसुम्पटी / Kasumpti

शिमला / Shimla – 171009

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 Contractor”) in terms of their Contract with you for providing ‘Annual Maintenance Contract (AMC)/ Facility Management Service (FMS) for Computer Hardware/Software and Peripherals at Reserve Bank of India, Shimla’, as per their Tender dated _____ and your 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 Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof,

we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR_____ only) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor 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 Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor 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 Contractor or any other forbearance, act or omission on your part or any

indulgence by you to the Contractor 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 Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
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 Contractor 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 Contractor 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 Contractor 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 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 Contractor 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 XII: PROFORMA FOR UNDERTAKING/ DECLARATION/
CERTIFICATE REGARDING DEBARMENT**

(To be submitted by the vendor on his/her letter head duly sealed and signed by authorized signatory)

क्षेत्रीय निदेशक / The Regional Director

भारतीय रिज़र्व बैंक / Reserve Bank of India

मैन मार्केट / Main Market

कसुम्पटी / Kasumpti

शिमला / Shimla – 171009

Dear Sir,

Name of Work: Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla

1. I/We (Name of the Vendor) declares that

a) I/We or any of our allied firm* is/are not debarred/ suspended/ blacklisted by any public institution/ entity in India or any other country as on, _____.

b) I/We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution/ entity in India or any other country in last three years as on.

c) We will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred/ suspended/ blacklisted by any public institution in India or any other country on or before award of work for the captioned work.

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

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

f) The firm/ company has not rescinded/abandoned any contract awarded by any of

his clients before the expiry of prescribed period of contract. The firm/company/firm shall give details of all disputes it had with its clients and furnish the status thereof.

2. I/We, (Name of the vendor) declare that I/we or our allied firm*..... (Name of the allied firm(s) is/are debarred/ suspended/ blacklisted by (Name and address of public institution in India or any other country) and the same effective up to (date). A copy of such letter is attached for your information and record.

(Seal and signature of the vendor)

Date

Place

(Note: strike out one of the above two declarations which is not applicable) *Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firm.

ANNEXURE XIII: DETAILS OF TENDERER'S BANKER

The details of Tenderer's Banker:

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

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

Signature of Tenderer with stamp/ date

**ANNEXURE XIV: 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 of Tenderer failing which the offer of Tenderer is liable to be summarily rejected)

Tender No. _____ Date: _____

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

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

Verification as under: -

- i. That the above declarations and information furnished by us are correct to the best of my/ our knowledge and belief and nothing has been

concealed in any manner whatsoever.

- ii. If any information/ undertaking furnished by us is found to be incorrect/ false, in that event I shall be liable for the penal action as provided under the provision of Contract Labour (R&A) Act, 1970, IPC and other relevant laws.
- iii. We shall be personally liable and responsible for all acts of omission and commission.

Date:

Signature of the authorized person:

Place:

Full Name:

Designation:

Company's Seal*

**ANNEXURE XV: FORMAT FOR BANKERS' CERTIFICATE/ SOLVENCY
CERTIFICATE FROM SCHEDULED BANK**

(The Banker's Certificate in original to be uploaded while submitting the e-tender)

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

(Signature) For the Bank

E-Mail:

Address:

Contact No.

Note:

1. Banker's certificate should be issued on or after November 24, 2025.
2. Banker's certificates (Solvency) should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Shimla, Main Market, Kasumpti, Shimla 171 009.
3. In case of partnership firm, certificate to include names of all partners as recorded with the bank

ANNEXURE XVI: CHECKLIST OF DOCUMENTS TO BE UPLOADED

Sr. No.	Eligibility Criteria	Documents Required	Submitted (Yes / No)	Deviation, if any
1.	The tenderer should be a legal entity such as a company or partnership firm etc.	1. Annexure I 2. Copy of the Memorandum and Articles of Association/ Certificate of Incorporation/ Partnership Deed 3. Registration certificate of the tenderer 4. Details of PAN, GST, EPF, ESI registration and UDYAM, as applicable. 5. Copy of registration certificate under Contract Labour (Regulations and Abolition) Act, 1970		
2.	The tenderer should have a full-fledged Maintenance and Service Support Centre/ Set-Up	Annexure VIII		
3.	The tenderer must have experience of minimum 5 years in the field of undertaking similar services/ works during last 5 years i.e., November 01, 2020 to October 31, 2025 and should be continuing in this business at the time of submission of bids.	Annexure II and Annexure IV		
4.	The tenderer must have successfully executed similar services/ works during last 5 years, between November 01, 2020 to October 31, 2025 individually costing as under: (a) Three similar services, each costing not less than 40% of estimated cost. OR (b) Two similar services, each costing not less than 50% of estimated cost. OR	Annexure III		

	(a) One similar service, each costing not less than 80% of estimated cost.			
5.	The tenderer should have a minimum yearly turnover of 100% of estimated cost (inclusive of GST) during the last 3 financial years (2022-23, 2023-24 and 2024-25).	i) Copies of the IT Returns for FY 2022-23, 2023-24 and 2024-25 ii) Audited Financial Statements (P&L and Balance Sheet) for FY 2022-23, 2023-24 and 2024-25 OR Certificate of turnover (for FY 2022-23, 2023-24 and 2024-25) (Annexure VII)		
6.	The tenderer should furnish a Banker's certificate (solvency) issued by the Applicant's banker, of value not less than ₹10.00 lakh. Solvency certificate should be issued by a scheduled bank.	Annexure XV		
7.	The tenderer should be ISO 20000 certified (Accreditation for IT Service Management).	Copy of certificate to be uploaded.		
8.	The tenderer should not have violated any terms and conditions of any earlier contract awarded by any of his/her Clients, which resulted in the contract being rescinded/ abandoned before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with its Clients and furnish the status thereof, in the absence of the same a declaration to that effect to be furnished. The Bank reserves the right to evaluate the aforementioned information provided by the tenderer and award the Tender accordingly	Annexure XII		
9.	Certificate of Indemnity	Annexure X		

10.	Proof of remittance of Earnest Money Deposit of ₹14,920/- (Rupees Fourteen Thousand Nine Hundred and Twenty only) through NEFT. (If applicable)	Bank account statement/ Challan/ Transaction screenshot to be uploaded.		
11.	Form of Tender	Section I		
12.	Details Of Tenderer's Banker	Annexure XIII		
13.	Power of Attorney (if applicable)	Annexure VI		
14.	Declaration/ Undertaking Regarding Compliance to All Statutory Laws	Annexure XIV		
15.	Certificates from the clients (minimum of three clients) for having rendered satisfactory service to them by the bidder, preferably during the last three years.	Annexure IX		

Signature of Authorized Official with Seal

Place:

Date:

ANNEXURE XVII: FINANCIAL/ PRICE BID (Part II)

Financial/ Price Bid Format - to be filled online in the MSTC portal only

E-tender for Annual Maintenance Contract (AMC) and Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Shimla

LOT NO.	LOT NAME	DESCRIPTION	QUANTITY	UNIT OF MEASURE	RATE PER UNIT PER ANNUM IN ₹ (Excluding GST) To be filled by the bidder	Rate per unit in ₹ (Inclusive of GST @ 18%) Bidder need not fill this column. System will auto calculate the values.
A	B	C	D	E	F	G = D X F X 1.18
1	AMC & FMS - Desktop Computers	Desktop PCs of heterogenous make	66.00	Number (No)		
2	AMC & FMS – Printers	Make: HP, Canon Type: LaserJet/ Inkjet/ Network/ Multifunctional/ OfficeJet/ Personal/ AIO/ BW/ Color printers	22.00	Number (No)		
3	AMC & FMS – Scanners	Make: HP, Dell	2.00	Number (No)		
4	AMC & FMS – Laptops, Tablets	Laptops/ Tablets of heterogenous make	30.00	Number (No)		
5	AMC & FMS – Projectors and Peripherals	Projector - Epson Business Projector, Benq EH620PN,	2.00	Number (No)		
6	AMC & FMS - Kindle eBook Reader	Kindle e-book Reader	1.00	Number (No)		
7	Direct-to-Card Printer	Direct-to-Card Printer Annual Charges for Comprehensive AMC Make: HID FARGO	1.00	Number (No)		
8	Annual Service Charges for deploying Highly Skilled Resident Engineer, as per the tender specifications. (Including FMS charges)		1.00	Number (No)		
	Total					

Please Note:

- i. The tenderer should take into consideration all the terms and conditions mentioned in the tender document while submitting their price bids.

ii. The tenderer should provide **unit rates per annum, exclusive of GST (column F)** for all the lot items. (For example – Per Desktop/ Laptop/ Printer/ Scanner/ Projector/ Service Charge). **The system will automatically calculate price and include the GST portion (column F) and display the final value.** Rates should be quoted online via MSTC portal only. Price Bid should not be submitted as part of Technical Bid.

iii. Instructions for LOT No. 8:

The successful bidder shall pay wages to its employees not less than the minimum wages, which may be revised by Government from time to time as specified in the extant Central Minimum Wages notification issued by the Ministry of Labour and Employment (Office of the Chief Labour Commissioner (C), under Category 'Industrial Workers employed in Building Operations' – Highly Skilled/ Clerical – Area C. Please refer the link 'Minimum Wages | Chief Labour Commissioner (clc.gov.in)' for the latest notification. Kindly note that the price bids that do not satisfy the minimum wages criteria for the Resident Engineers will be rejected altogether from the tendering process.

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