

## **NOTICE INVITING TENDER (NIT)**

Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at Reserve Bank of India, Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram

Reserve Bank of India, Thiruvananthapuram, invites separate Technical (Part-I) and Commercial/ Price bids (Part-II) through e-tendering from vendors who are engaged in providing FMS & AMC services for Computer Hardware, Software and Peripherals; subject to terms and conditions. The interested vendors must register themselves on the MSTC portal (<a href="http://mstcecommerce.com/eprochome/rbi">http://mstcecommerce.com/eprochome/rbi</a>) for participating through e-tendering. The contract will be valid for period 1st April, 2025 to 31<sup>st</sup> March, 2026 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide. The Tender (Part-I & Part-II) shall be submitted on or before 2.00 PM on December 16, 2024 through MSTC portal only.

a. Name of Work	Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram
b. e-Tender no.	RBI/Thiruvananthapuram Regional Office/Others/8/24-25/ET/559
c. Mode of Tender	e-Tendering System (Part I – Technical Bid and Part II – Commercial Bid) through <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
d. Date / Time of NIT available to parties to download	November 07, 2024 at 10:00 AM
e. Pre-Bid meeting	December 04, 2024 at 11.30 AM  Venue - Department of Information Technology, Reserve Bank of India, Bakery Junction, Thiruvananthapuram  A Vendor requiring to attend the pre-bid meeting shall contact the Bank in writing at the email address - ditthiro@rbi.org.in on or before December 04, 2024 by 10.00 AM. Any clarification of the tender document in pre-bid meeting or otherwise shall be referred to this email address.
f. Estimated cost of work	Rs 15.69 Lakh Inclusive of GST@ 18%
g. Earnest Money Deposit	Rs. 31380.00 (Rupees Thirty-One Thousand Three Hundred and Eighty only) to be deposited through NEFT.  Bank Account details for NEFT: Refer Section VI of tender document
h. 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)

<ul> <li>i. Last date/ time of submission of Earnest Money Deposit (EMD) through NEFT.</li> </ul>	December 16, 2024, 01:00 PM
j. Date/ time from which on line Technical and Commercial Bid can be submitted at www.mstcecommerce.com/epro chome/rbi	December 06, 2024 – 10:00 AM
k. Last date/ time for submission of Technical Bid & Commercial Bid.	December 16, 2024 - 2.00 PM
Date/ time for opening of     Part-I - Technical Bid	December 16, 2024 - 3.00 PM
m. Date/ time for opening of Part II – Commercial Bid	Shall be informed later after opening of Part I

The Part-II i.e. price bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

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

Regional Director for Kerala and Lakshadweep Reserve Bank of India, Thiruvananthapuram November 07, 2024



## Department of Information Technology Reserve Bank of India Thiruvananthapuram

## **NOTICE INVITING TENDER (NIT)**

# Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram

Reserve Bank of India, Thiruvananthapuram, invites separate Technical (Part-I) and Commercial/ Price bids (Part-II) through e-tendering from vendors who are engaged in providing FMS & AMC services for Computer Hardware, Software and Peripherals; subject to terms and conditions. The interested vendors must register themselves on the MSTC portal (http://mstcecommerce.com/eprochome/rbi) for participating through e-tendering. The contract will be valid for period 1st April, 2025 to 31st March, 2026 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide. The Tender (Part-I & Part-II) shall be submitted on or before 2.00 PM on December 16, 2024 through MSTC portal only.

a. Name of Work	Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram	
b. e-Tender no.	RBI/Thiruvananthapuram Regional Office/Others/8/24-25/ET/559	
c. Mode of Tender	e-Tendering System (Part I – Technical Bid and Part II – Commercial Bid) through www.mstcecommerce.com/eprochome/rbi	
d. Date / Time of NIT available to parties to download	November 07, 2024 at 10:00 AM	
e. Pre-Bid meeting	December 04, 2024 at 11.30 AM  Venue - Department of Information Technology, Reserve Bank of India, Bakery Junction, Thiruvananthapuram  A Vendor requiring to attend the pre-bid meeting shall contact the Bank in writing at the email address - ditthiro@rbi.org.in on or before December 04, 2024 by 10.00 AM. Any clarification of the tender document in pre-bid meeting or otherwise shall be referred to this email address.	
f. Estimated cost of work	Rs 15.69 Lakh Inclusive of GST@ 18%	
g. Earnest Money Deposit	Rs. 31380.00 (Rupees Thirty-One Thousand Three Hundred and Eighty only) to be deposited through NEFT.  Bank Account details for NEFT: Refer Section VI of tender document.	
h. 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)	

<ul> <li>i. Last date/ time of submission of Earnest Money Deposit (EMD) through NEFT.</li> </ul>	December 16, 2024, 01:00 PM
j. Date/ time from which on line Technical and Commercial Bid can be submitted at www.mstcecommerce.com/epro chome/rbi	December 06, 2024 – 10:00 AM
k. Last date/ time for submission of Technical Bid & Commercial Bid.	December 16, 2024 - 2.00 PM
Date/ time for opening of     Part-I - Technical Bid	December 16, 2024 - 3.00 PM
m. Date/ time for opening of Part II – Commercial Bid	Shall be informed later after opening of Part I

The Part-II i.e. price bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

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

Regional Director for Kerala and Lakshadweep Reserve Bank of India, Thiruvananthapuram November 07, 2024

## DISCLAIMER

Department of Information Technology, Reserve Bank of India, Thiruvananthapuram 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.

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.

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.

## **CONTENTS**

	Part - I	
Section I	Schedule of Tender (SOT)	
Section II	Important instructions regarding E-Tender	
Section III	Form of Tender	
Section IV	Terms and Conditions	
Section V	Details of Computer Software Hardware & Peripherals	
Section VI	NEFT Details	
Section VII	NEFT Details	
Annexure A	Indexation Formula	
Annexure B	Proforma of Bank Guarantee for Security Deposit	
	Annexures to Part-I	
Annexure – I	Company/Firm Profile	
Annexure – II	Details of Resident/ AMC Engineers proposed to be deputed at RBI Thiruvananthapuram	
Annexure – III	List of AMC performed by the Vendor during the last five years (Copy of work orders to be enclosed)	
Annexure-III(A)	Client's certificate regarding performance of FMS/AMC service provider	
Annexure-IV	Undertaking/ Certificate of Indemnity	
Annexure - V	Format for Bankers' Certificate/ Solvency Certificate from Scheduled Bank	
Annexure – VI	Prescribed Format for Application	
Annexure -VII	General Acceptance of Terms & Conditions for Maintenance of Computer Hardware/ Software and Peripherals at RBI Thiruvananthapuram	
Annexure - VIII	·	
Annexure – IX	Proforma for Undertaking/ Declaration/ Certificate regarding country sharing land border with India	
Annexure – X	Unpriced Bid of Quantities	
Annexure – XI	Checklist	

## Section I - SCHEDULE OF TENDER (SOT)

a. Name of Work	Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram		
b. e-Tender no.	RBI/Thiruvananthapuram Regional Office/Others/8/24-25/ET/559		
c. Mode of Tender	e-Tendering System (Part I – Technical Bid and Part II – Commercial Bid) through www.mstcecommerce.com/eprochome/rbi		
d. Date/ Time of NIT available to parties to download	November 07, 2024 at 10:00 AM		
e. Pre-Bid meeting	December 4, 2024 at 11.30 AM		
	Venue - Department of Information Technology, Reserve Bank of India, Bakery Junction, Thiruvananthapuram		
	A Vendor requiring to attend the pre-bid meeting shall contact the Bank in writing at the email address - <a href="mailto:ditthiro@rbi.org.in">ditthiro@rbi.org.in</a> on or before <b>December 04, 2024 by 10.00 AM</b> . Any clarification of the tender document in pre-bid meeting or otherwise shall be referred to this email address.		
f. Estimated cost of work	Rs 15.69 Lakh Inclusive of GST@ 18%		
g. Earnest Money Deposit	<b>Rs. 31380.00</b> (Rupees Thirty-One Thousand Three Hundred and Eighty only) to be deposited through NEFT.		
	Bank Account details for NEFT: Refer Section VI		
h. 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)		
i. Last date/ time of submission of Earnest Money Deposit (EMD) through NEFT.	December 16, 2024, 01:00 PM		
j. Date/ time from which on line Technical and Commercial Bid can be submitted at www.mstcecommerce.com/e prochome/rbi	December 06, 2024 – 10:00 AM		
k. Last date/ time for submission of Technical Bid & Commercial Bid.	December 16, 2024 - 2.00 PM		
Date/ time for opening of Part-I - Technical Bid	December 16, 2024 - 3.00 PM		

m. Date/ time for opening of Part II – Commercial Bid

## Shall be informed later after opening of Part I

The Part-II i.e. price bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

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

Regional Director for Kerala and Lakshadweep Reserve Bank of India, Thiruvananthapuram November 07, 2024

## Section II

## **Important instructions regarding E-tender**

This is an e-tendering event of Reserve Bank of India, Thiruvananthapuram. 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:

1. Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC 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/eprochome/rbi

- a. Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU/Govt depts→ Select RBI Logo→Register as Vendor → Filling up details and creating own user id and password→ Submit.
- b. 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, Thiruvananthapuram):

- a) Shri Pravin M S, Manager, <a href="mailto:mspravin@rbi.org.in">mspravin@rbi.org.in</a>, Contact No: 0471 278 3330 / 8547808088
- b) Smt. Abinaya R, Assistant Manager, <a href="mailto:abinayar@rbi.org.in">abinayar@rbi.org.in</a>, Contact No: 0471 278 3179
- c) Shri Abhishek R, Assistant, rabhishek@rbi.org.in, Contact No: 0471 278 3258
- d) Shri Achyuth P, Assistant, achyuthp@rbi.org.in, Contact No: 0471 278 3258

## Contact person (MSTC Ltd - During Office Hours only):

- a) Shri Ganesa Moorthy <u>bmtvcmstc@mstcindia.in</u> 0471 2326686 09176616410
- b) Shri Santosh Rajendran <u>skrajendran@mstcindia.co.in</u> 0471 2326686 08884600700
- c) Shri Shanmugam nshanmugam@mstcindia.co.in 9176397264
- d) Shri J Damodaran jdamodaran@rbi.org.in 9841002253

#### **Kerala Branch Office Details:**

Address: 1st Floor, BSNL CTO Building, Opp. Kerala State Secretariat, Mahatma Gandhi Rd,

Statue, Thiruvananthapuram-695001

Mail ID: mstctvc@mstcindia.in

Contact: 0471-2326686

## **HO Central Help Desk: (For vendors)**

Phone Number :07969066600 Email: <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a> (Please mention "HO Helpdesk" as subject while sending emails. Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc

Phone Number: 9499054101/2/3/4 Email: <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a>

Google hangout ID- (for text chat) - mstceproc@gmail.com

## **B) System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE (Java) (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

> Tools => Internet Options => Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

## Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- ➤ To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)
- **2.** The Technical Bid and the Commercial Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Bids will be opened electronically on specified date and time as given in the Tender.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- **4.** For more details, Vendor may refer to Service Provider/Contractor/Vendor Guide and FAQ available at <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>.

## 5. 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.

6. Vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate) until completion of the tendering process. **E-Tender cannot be accessed after the due date and time mentioned in NIT.** 

## 7. Bidding in e-Tender:

- 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.
- 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 <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under RBI→My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor **should allow running JAVA application**. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- 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 & 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.
- 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 & conditions of the 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) Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

## Section III Form of Tender

The Regional Director
Department of Information Technology
Reserve Bank of India
Thiruvananthapuram – 695 033

Dear Sir,

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

## **MEMORANDUM**

(a)	works	Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram	
(b)	Estimated cost of work	₹ 15.69 Lakh Inclusive of GST @ 18%	
(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 (EMD)	<b>Rs. 31380.00</b> (Rupees Thirty-One Thousand Three Hundred and Eighty only) deposited through NEFT.  Details given in Section VI.	
(e)	Contract Period	The contract will be valid for a period from 1st April, 2025 to 31 <sup>st</sup> March, 2026 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as RBI may decide.	
(f)	Performance Bank guarantee	5% of Contract Value	

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

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

i)

ii)

The names of signatories of our firm are:

Name of the partner of the firm authorized to	
sign the Contract	
OR	
Name of person having power of Attorney to	
sign the Contract (certified true copy of the	
Power of Attorney should be attached)	
	1

To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform

## **Section IV**

## **Terms and Conditions**

Tender for Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram

## A. General Instructions

- 1. This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender. The preparation of tenderer's proposal will be made without any obligation by the Bank to acquire any of the items included or rejected. All information included by the vendors in their proposal will be treated in strict confidence.
- 2. **Details of Computer Hardware, Software and Peripherals** are given in <u>Section V</u>. The list is indicative and not exhaustive. Bidder has to note that the number of items may vary during the contract period.
- 3. **Nature of Work:** The contract includes AMC & FMS for onsite preventive and corrective maintenance of computer hardware of heterogeneous makes/models viz Computer systems, Laptops, Printers, Scanners, Projectors, Tablets etc. and Computer Operating Systems & Software.
- 4. **Place of Work (Locations):** Computer Hardware, Software and Peripherals installed at the following locations:

SN	Address	Hereinafter referred to as
01	Reserve Bank of India, Main Office Building,	MOB
	Bakery Junction, Thiruvananthapuram	
02	Reserve Bank of India Officers Quarters, Kowdiar	KOQ
03	Reserve Bank Staff Quarters, Thamalam	TSQ
04	Reserve Bank Staff Quarters, Plamoodu	PSQ
05	Reserve Bank Staff Quarters, Nanthencode	NSQ

5. Bid Security (Earnest Money Deposit): Amount of ₹ 31,380.00 (Rupees Thirty One Thousand Three Hundred and Eighty only) to be deposited through NEFT as per details furnished in Section VI.

- 6. Period of the Contract: 12 months contract from April 1, 2025 to March 31, 2026, extendable on a yearly basis for a maximum of two more years subject to satisfactory performance and at RBI's discretion. It shall be open to either party to terminate this agreement any time without any rights to compensation or damages by giving at least three months' notice to the other party in writing. Annual increment on the rates decided based on the indexation formula as given in Annexure-A will be applicable in case of renewal of the Contract.
  - 7. The Bank shall obtain reports on past performance of the tenderer from their clients and bankers. The Bank shall evaluate the said reports before opening of the Financial Bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from their clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Technical/Commercial Bid of the tender. The Bank is not bound to assign any reason for doing so.
  - 8. After scrutiny of Technical Bid, only those firms, who fulfil the terms and conditions of Technical Bid, will be eligible for participating in the Financial/Price Bid. The Financial/Price Bid (Part-II) shall be opened on a subsequently announced date. The successful bidder will have to sign the final agreement within fourteen days from the opening of the Financial/Price Bid.
  - 9. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regard will be entertained.

## B. **ELIGIBILITY CRITERIA**

Only those tenderers possessing the following eligibility criteria may apply.

- 1) Composition of the tenderer
  - a) The tenderer should be a limited company or registered partnership or a proprietorship firm. Particulars of the firm and their bankers as per Annexure I and V.
  - b) The tenderer should be a registered Indian Company under the Companies Act. Copy of Certificate of Incorporation and Memorandum and Articles of Association should be submitted as part of Technical Bid. Vendor must have registration under GST, PAN, TIN, Employee State Insurance Act (if applicable), Provident Fund, Labor laws (if applicable), UDYAM registration certificate (if applicable). Copies of such registration (wherever applicable) should also be submitted as part of Technical Bid.

**Documents to be submitted** - Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ tax registration documents such as PAN, TIN, GST, UDYAM Registration etc./ other relevant documents (if applicable) shall be submitted.

2) **Service Setup -** The Company should have a full-fledged service and repair center setup available at Thiruvananthapuram. The Bank reserves the right to inspect the Repair Centre and satisfy itself about the quality and reliability of service that can be rendered by the Vendor before opening the Commercial (Part-II) Bid.

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

- 3) **Duration of past experience-** The tenderer must have experience of successfully undertaking similar works during last 5 years ending March 31, 2024. The tenderer should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Start Date and End Date of the work, etc. The tenderer should submit documentary evidence in support of minimum experience of 5 years.
  - 4) **Minimum value of each completed work (qualifying)-** The tenderer should have satisfactorily provided such services under LAN environment during past 5 (five) financial years from the date of opening of tender –

(a)	At least 1 (one) work of ₹ 12.55 lakh or above		
OR			
(b)	At least 2 (two) work of more than ₹ 7.85 lakh or above		
	OR		
(c)	At least 3 (three) work of more than ₹ 6.28 lakh or above		

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

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

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

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

5) **Yearly Turnover -** Minimum yearly turnover of not less than ₹ 15.69 lakhs with net profit in each of the last three financial years i.e. 2023-24, 2022-23 and 2021-22

**Documents to be submitted -** Copies of Income Tax returns and Audited Financial Statements in proof of their credit worthiness, turnover and net profit for the last three years.

**Solvency:** Bidders are required to furnish Banker's certificate (solvency) issued by the Applicant's banker, specifically for the purpose of this work for a minimum amount equal to the estimated cost **(Rs. 15.69 Lakh).** Solvency certificate shall be issued by a scheduled bank.

6) The tenderer should have OEM (Original Equipment Manufacturer) certification or Authorization or Service provider certificate for the brands such as HP, Dell, Lenovo, any other prominent electronics brand etc.

## Documentary proof to be submitted.

7) The tenderer should be ISO 20000 certified (Accreditation for IT Service Management).

**Documents to be submitted** – Copy of certificate to be enclosed.

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

**Documents to be submitted** – A duly signed and sealed written declaration to this effect.

- 9. The tenderer should not have been delisted/banned by any Government, Regulatory Authority, Financial Institution, etc. Further, the tenderer should not have any insolvency case pending against him/her.
- **10. Tender Documents:** Technical Bid (Part-I) will contain the following information/documents without any information on price for the proposed work:
  - a) Form of Tender (Section III)
  - b) Terms and Conditions (Section IV)

- c) Duly filled in profile of the company/firm (Annexure I)
- d) Details of Resident Engineers proposed to be posted in RBI (Annexure II)
- e) List of AMCs performed by the tenderer (Annexure III)
- f) Client's certificate regarding performance of FMS/AMC service provider [Annexure-III(A)]
- g) Certificate of indemnity (Annexure-IV)
- h) Bankers certificate/ Solvency Certificate from a scheduled bank (Annexure V)
- i) Prescribed format for application (Annexure VI)
- j) General Acceptance of Terms & Conditions for Maintenance of Computer Hardware / Software and peripherals at RBI, Thiruvananthapuram (Annexure VII)
- k) Proforma for Undertaking/ Declaration/ Certificate regarding Debarment (Annexure VIII)
- I) Proforma for Undertaking/ Declaration/ Certificate regarding Country sharing land border with India (Annexure IX)
- m) Tenderer's additional information, if any
- n) Proof of remittance of Earnest Money Deposit of ₹ 31,380.00 (Rupees Thirty-One Thousand Three Hundred and Eighty only) through NEFT. Details of account, IFSC etc. are as given in Section VI.
- o) Duly filled in check list with the stamp and seal of tenderer (Annexure XI)

The Technical Bid uploaded in the MSTC portal should include all the above listed documents and annexures duly completed and supported with the required documents. All the documents should be self- attested, indexed, flagged and page numbered. Deviations to the terms and conditions, if any, shall be clearly mentioned by the tenderer in the Technical Bid in <a href="Annexure VIII">Annexure VIII</a>. The tenderer must convey his/her acceptance of all terms & conditions in application form mentioned in <a href="Annexure VIII">Annexure VIII</a> of the Tender duly signed by the authorized signatory and upload the same along with Part 1 (Technical bid) documents.

No deviation will be allowed in the Financial/Price Bid, which is meant only for the quotation of offer price/rate. The format of Financial/Price Bid (Part-II) is given in Annexure X for information. Please note that Financial/Price Bid (Part-II) is to be filled online only in the prescribed format available on MSTC portal. The offer should be valid for 90 days from the date of opening of Financial/Price Bid (Part-II) of the tender.

## C. Other Terms & Conditions

1) Apart from service setup as mentioned in the eligibility criteria, the tenderers should preferably have an all India presence.

- 2) The Tenderer should have the capabilities to handle AMC / FMS for all brands and makes of computer systems and peripherals. The tenderer should be able to provide AMC for all hardware items and support for Operating Systems / Systems Software listed in Section V. It may please be noted that the list of items in Section V is indicative. The number of computer systems and peripherals may undergo a change subject to the same being added / deleted from the inventory of the Bank at the time of the commencement and also during the period of the contract. The rate quoted should cover comprehensive maintenance service for all items of Computer equipment and the maintenance of Operating System (OS), Software, installation, configuration of Applications/ Packages, connection of Computer to Projector for presentation etc. The Vendor 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 Vendor should factor in the entire cost of maintenance support within the FMS/AMC price.
- 3) The tenderer should preferably have appropriate support relationship (channel partner, service partner, etc.) with OEMs, of the items mentioned in <u>Section V</u>, so as to ensure that priority support level from OEM will be available to tenderer for problem resolution.

**Documents to be submitted-** Documentary evidence supporting the continuity of the association with OEM to be submitted.

4) The tenderer should have adequate number of technically qualified engineers posted at Thiruvananthapuram with B.Tech./B.E./B.Sc./MCA in Computer Science/IT/Electronics for dealing with issues relating to Hardware, Software, Networking, Windows server (2003 and above) Operating systems, Antivirus software, Microsoft Office 2013 and above, Linux, Adobe Studio and Windows desktop operating systems (Windows 7.0 and above) among others. Out of the three resident engineers, at least one should be a B. Tech / B.E. / B. Sc / MCA in Computer Science/IT/Electronics with at least 2 years' experience in networking/computer maintenance (both hardware and software). The remaining two should be a B Tech./B.E./BSC/MCA/Diploma holder with at least 2 years' experience in computer maintenance (hardware and software) in FMS environment. The qualifications/experience as specified should be maintained at all times, viz., during alternate arrangements or replacements in the event of absence/ engineer leaving employment of Vendor etc. All the REs should have good communication skills, positive attitude and technical understanding. The tenderer should provide the bio-data and information of the 03 technically qualified engineers likely to be engaged as resident engineers at the Bank's location, as per Annex II.

**Documents to be submitted -** List of technically qualified engineers with requisite certification supporting the requirements to be submitted to RBI.

- 5) The tenderer should have a full-fledged Service and Repair Centre at Thiruvananthapuram with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime for PCs and 98% uptime for peripherals. The Bank reserves the right to inspect the Local Service Setup and Repair Centre and satisfy itself about the quality and reliability of service that can be rendered by the tenderer before opening the Part-II Bid of the tenderer concerned.
- 6) The Bank reserves the right to demand replacement of engineer/engineers engaged for the work in case the competency and skills were not found to be at desired levels.
- 7) The tenderer must convey his/her acceptance of all terms & conditions and provide indemnity certificate as per Annex IV.
- 8) **EMD** and **Security Deposit**: The tenderer shall deposit an Earnest Money Deposit of ₹ 31380/- as specified in NIT through NEFT, which will be refunded to unsuccessful tenderers. As a security for due fulfilment of the terms and conditions and obligations of the service contract, the successful tenderer shall furnish a Performance Bank Guarantee (PBG) of 5% of the value of AMC, in accordance with the Annexure B within one (01) month from the award of work order. The **PBG shall be valid for 60 days beyond the period of AMC**. The PBG can be renewed for a further period upon renewal of the contract for the work, by the Bank. The PBG shall be released without interest after sixty (60) days of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the PBG shall be discharged only after adjusting all dues, liabilities, etc.

The EMD furnished by the successful tenderer at the time of submission will be returned on submission of the PBG towards security as stated above. Interest will not be paid on the EMD. Bids submitted without EMD will be rejected.

EMD shall be forfeited in the following circumstances:

- i. Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
- ii. Tenderer left blank the column of the Part II /Financial bid or submitted multiple financial bids.
- iii. If a Tenderer withdraws his bid during the period of bid Validity, or

- iv. The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.
- v. In the case of the Successful Tenderer, if he/she fails to complete the work within the prescribed time limit.
- 9) The tenderer shall submit Banker's Certificate from a Scheduled Commercial Bank as per given format in Annex V.
- 10) The Bank has a heterogeneous (make/model) set of Computers, Laptops, Tablets, Printers, Scanners etc. as listed in Section V. These computers and peripherals will be covered with a comprehensive AMC contract under which, preventive maintenance, corrective maintenance, replacement of parts, shifting of components, surface cleaning of machines will have to be carried out.

The AMC contract shall also cover Level 1 support for maintaining the Computer Hardware which are under warranty of the OEMs. This shall include smooth & seamless services to the users by spot problem detection, escalate the service call to the concerned vendor/OEM and coordinate with them for resolution of problem if any, without breaching the warranty terms and conditions. Further, the AMC contract covers comprehensive annual maintenance of laptops, computers, printers and peripherals deployed at the Bank's properties at Main Office Building, KOQ, TSQ, PSQ, NSQ as detailed in Section V.

- To replace old & defective parts with new & genuine parts: In case where parts are unserviceable and such parts of the equipment's need replacement, the vendor shall replace such parts with new ones of the same brand or a brand specified by the Bank of similar price, promptly at no extra cost to the Bank. The tenderer agrees that all the components of the equipment shall be covered under this AMC contract and hence fall under the replaceable category only. The supporting documents such as invoices etc., for replacement of any spare/equipment should be submitted immediately to the Bank, for release of quarterly payments.
- Safe Shifting/relocation of Computer Hardware/Peripherals: To undertake shifting and reinstallation of equipment covered under AMC, if required. Shifting of IT equipment will be done at no extra cost.
- Within the Bank's Premises: The vendor should arrange for safe shifting of computer hardware within the office, if required, or within the Departments/Buildings in the Bank's premises or between two locations as per requirement and direction of DIT Officials.
- From Bank to Vendor's Place & vice-versa: The vendor should arrange for safe shifting of

component from the Bank to the vendor's place and vice-versa for repairs/replacement etc. The vendor should maintain the record of such type of asset movement.

- From Bank's one location to another location: The vendor should arrange for safe shifting and setting up the IT Hardware/Peripherals in any of the premises viz. at Main Office Building, and at Officers/Staff Quarters (KOQ, TSQ, PSQ, NSQ) in Thiruvananthapuram or any other location of Bank's interest/activity within the jurisdiction of this office. In such cases, transport arrangement will be made by the Bank. In case, such activity is envisaged beyond the municipal limits of Thiruvananthapuram, necessary boarding & lodging arrangement for the Resident Engineer will be made by the Bank.
- 11) The Resident Engineers shall install/ reinstall and configure the operating system/ / applications and/ or any other specific system software/ package as the case may be, at no extra cost to the Bank, whenever the need arises.
- 12) The vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified **within 24 hours** of lodging the complaint by the Bank, failing which the vendor shall provide, at its own cost, requisite hardware/software to ensure business continuity. The complaint may be lodged by the Bank by any or all of the method viz. verbal, online complaint tracking system, E- mail, Telephone or similar mode.
- 13) All repair/replacement and servicing of equipment will have to be carried out at Bank's locations as specified. If the fault is serious in nature in the opinion of the Bank and requires the support of Repair Centre, thereby necessitating shifting of the equipment, the vendor shall arrange shifting/ transportation, installation, re-installation, loading of software packages (both the system and application software, if any) at no extra cost to the Bank. However, it shall be ensured that when IT assets of the Bank are taken out of Bank's premises for repair works, the integrity of the components shall not be compromised at any point.
- 14) Necessary technical assistance and advice should be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problem accessing various software applications on the computer systems, etc.
- 15) The vendor shall provide comprehensive maintenance services covering both preventive as well as corrective maintenance, for all assets covered under AMC.

#### a) Preventive Maintenance:

The preventive maintenance service of all the IT Assets is as important as prompt corrective maintenance service since regular and proper preventive maintenance service ensures trouble-

free performance of the equipment. The Vendor should provide at least one preventive maintenance schedule per quarter of all IT Assets under AMC as well as under Warranty, which will include external cleaning of all IT Assets with brush and suitable chemical. Apart from above, internal cleaning of all IT Assets with brush and/or vacuum cleaning will be done whenever required. The scope of preventive maintenance will also cover aspects related/specific to hardware like health check of HDDs, Controllers, Power Supplies (SMPS), updation of drivers and OS and Security patches, Antivirus Software, etc. The time for such schedules will have to be specified in advance in consultation with the user department. The scope of work under preventive maintenance will be designed as recommended by the original manufacturer/best practices.

## b) Corrective Maintenance:

The corrective maintenance means identification of problem and its rectification which may include installing/ reinstalling of OS, setup/configuring of Printer, reinstalling/installing of Application Software either developed in-house or developed by the 3rd party, Printer Drivers, Anti- Virus agent, Smart Card Reader Drivers, sending risk logs/ scan logs, operating / maintaining VC Systems, review of IT Assets, operating / maintaining display screens etc.

- 16) Under the contract, the vendor shall rectify any defect, fault and failure in the equipment and shall repair, replace any worn out, defective part of the equipment, at no extra cost to the Bank. All the components of the equipment shall be covered under this AMC contract and hence, fall under the replaceable category only. For printers, where parts are unserviceable and parts such as plastic parts, printer knobs, paper feed, printer interface cord, power cord etc., need replacement; the vendor shall replace such consumable parts (other than - the FUSER ASSEMBLY, RIBBON, PRINTER CARTRIDGE & THE TONER CARTRIDGE, Printer Head) at no extra cost to the Bank. Only those parts such as FUSER ASSEMBLY, RIBBON, TAPES, STATIONERY, and PRINTER CARTRIDGES & TONER CARTRIDGES will be replaced, if required, at an additional cost to the Bank at actuals on submission of proper bills by the vendor. All other components of the equipment's shall be replaced by the Vendor at no extra cost to the Bank. In case of replacement of any of the parts or whole of the system, the vendor will be required to provide replacement with the same brand/model or a model recommended by the OEM. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall provide alternate/substitute equipment of same or higher compatible configuration at its cost and its responsibility till the above components are repaired or replaced by the vendor. However, such a replacement should be done with the prior approval of Bank.
- 17) The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or

other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

- 18) Deployment of Resident Engineers: During the period of the Agreement, the vendor will maintain the equipment in good working condition. Vendor will carry out preventive maintenance at least four times during the contract period (one each quarter). Three Engineers will be deputed on-site for full working day on all working days of the Bank during the contract period (03 Resident Engineers at MOB). RBI will have the right to call the resident engineers in case of urgent need on other days also apart from normal working days. The vendor shall correct any faults and failure in the equipment and shall repair and replace worn-out or defective parts of the equipment's during Bank's normal working hours. The resident engineer has to maintain (MANUALLY OR THROUGH AN APPLICATION) the following:
- i. Inventory register details of all hardware and software at the bank under maintenance and under manufacturers 'warranty.
- ii. Call register to log all calls received from the users.
- **iii.Vendor register -** details of all third-party vendor and details of calls logged with these vendors.
- **iv.Preventive Maintenance Register –** Details of Preventive Maintenance carried out during each quarter.
- **v. Complaint Register –** Details of complaints registered under AMC.
- 19) The Resident Engineers shall report to the Department of Information Technology Cell, Reserve Bank of India, Thiruvananthapuram on all working days during office hours. The normal working hours will be from 09.30 AM to 06.00 PM on all days except Sunday & Holiday. However, under special circumstances such as Annual Closing of books of accounts/ unavoidable circumstances (i.e. major breakdown of system) of the Bank, etc. the working hours shall vary as per the emerging situation. The normal working hours for REs will be as stated below:

Working Days	Timing	Location – applies to
Weekdays	0.00 AM to C.00 DM	
Saturdays (except 2 <sup>nd</sup> & 4 <sup>th</sup> )	9.00 AM to 6.00 PM	MOB
Weekdays	Attending Calls or Site	
Saturdays (except 2 <sup>nd</sup> & 4 <sup>th</sup> )	Visits - Only in case need	MOB, KOQ, TSQ, PSQ, NSQ
	arises	

The help desk will have to be available to take calls on all working days and also non-working days, if special need arises.

\* However, under special circumstances or any unforeseen / unavoidable circumstances of the Bank etc., the working hours shall vary as per the given situation. There will be no additional

compensation from the Bank for such circumstances.

- 20) The vendor should not rotate/change their resident engineers frequently and keep deployed for a minimum period of 1 year. In case of unavoidable circumstances, the vendor should inform the Bank in writing well in advance about the change of engineer.
- 21) The vendor shall provide mobile phones and laptops to the Resident Engineers. The travelling expenses of engineers will be borne by the vendor.
- 22) The Bank shall have the right to reject Resident Engineers at any point in time with a minimum notice period of two weeks, within which the vendor should arrange for a new incumbent in consultation with DIT Officials. Resident Engineers are dedicated personnel for a location responsible for handling problems, should be qualified enough to do first level diagnosis and troubleshooting the problems relating to 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 softwares such as OS, Internet Explorer, Microsoft Office, Anti-virus, etc. They should also be capable of troubleshooting problems encountered by the end users in customer applications. They should have training and experience of managing and troubleshooting the problems under environments like Windows 7 and above / Windows 2008 above, LAN/WAN, Oracle Applications, PCs and server and associated peripherals, backup / restoration using various tools, etc.
- 23. The qualified service personnel of the vendor are required to carry their company/firm-provided photo identity card in person 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.
- 24. The Resident Engineers at the Bank's location/s are governed by the codes and ethics of the work place and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose. Vendor has the responsibility of arranging/submitting Police Verification Report of the Resident Engineer.

#### 25. Prohibited Practices:

The Bank requires that vendors interested in having business relationship with the Bank observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank defines, for the purposes of this provision, the terms set forth below as prohibited practices:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

The Bank will reject a proposal for award if it determines that the Vendor recommended for award has engaged in prohibited practices in competing for the Tender in question.

The Bank may declare a Vendor ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the vendor has engaged in prohibited practices in competing for, or in executing the contract.

- 26. The vendor will provide insurance cover to his/her Engineer deployed in the Bank. The workmen/ engineer or their legal heirs shall not claim any insurance/job benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank's premises.
- 27. A health card shall be maintained for all equipment covered under AMC. The vendor shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive maintenance activity shall also be recorded. The vendor shall carry out periodical cleaning of all machines including machines which are under warranty at least once in a quarter by vacuum cleaner. The record of the same needs to be submitted to the Bank.
- 28. If during any quarter, the vendor does not maintain the uptime of the equipment, proportionate maintenance charges shall be deducted from the amount to be paid to the vendor in the beginning of the next quarter.
- 29. The vendor will manage the call management system and ensure that all minor/major

service calls are logged and ticket generated. The vendor will provide Monthly Call Analysis Report to DIT.

- 30. Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the computer systems, etc. covered under AMC. The vendor will have to directly co- ordinate with the System Administrator at the Central Office/ Regional Office/ Data Centre, IDRBT or with the vendor of the application, to resolve any issues related to smooth functioning of internal packages of the Bank. The vendor has to follow up the Internet Service Provider in case of any disruption in services till the services are resumed. The vendor will also have to coordinate and assist in resolving issues with the technical team of other vendors such as Network, Firewall, MPLS, Applications etc. Further, vendor should provide technical support to Bank for conducting online meetings
- 31. The vendor shall not sub-contract the FMS / AMC to any organization, person, firm or its franchisee. If, at any time, it comes to the notice of the Bank that such subcontracting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.
- 32. The Bank reserves the right to claim damages from the vendor to the extent of loss suffered by it on account of any omission or commission by the vendor. The damage could be to the equipment/property either covered or not covered under AMC.
- 33. The selected bidder will be required to sign an AMC agreement comprising the terms and conditions of this tender document for which the applicable stamp duty will be borne by the vendor. The AMC agreement will have to be signed within the date indicated by the Bank.
- 34. The Bank shall have the right to inspect tenderer's site to assess infrastructure before awarding the Comprehensive AMC and it may reject in the event of dissatisfaction with Vendor's infrastructure or otherwise.
- 35. The Bank reserves the rights to terminate the agreement at any time, if the vendor fails to carry out any of its obligations/ duties in terms of the agreement.
- 36. In case for any reason, the vendor wants to terminate the agreement, a notice in this regard needs to be given 3 months prior to the actual termination.

- 37. The FMS provider shall pay all the taxes, duties and levies, if any, required to be paid to the relevant authorities as per law. The consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes payable by the FMS provider. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.
- 38. Qualified vendor will be decided on the basis of total cost for all items to the Bank.
- 39. The Bank shall not consider any request in change of rates of FMS / AMC due to any reason whatsoever, during the currency period of the contract.
- 40. This tender is not transferable and under no circumstance the successful bidder shall be allowed to sub-contract with any other person/party.
- 41. In case the contracting vendor is not able to accept the contract after it is awarded or if they are not able to do the work after accepting the contract, such vendor will be liable to pay the damages to the Bank including the cost which the Bank will have to incur for getting such work done. The above act of backing out would automatically debar the vendor from any further dealing with this department and the security money would also be forfeited.
- 42. Upon being selected as the successful tenderer, and being awarded the contract of FMS/AMC, the tenderer shall reply to all queries/complaints that may be raised by the Bank from time to time. Evasive attitude by the tenderer would subject the contract being terminated without notice/non-renewal of further contracts with the tenderer.
- 43. This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Incomplete tenders in any respect or prescribed conditions not fulfilled are liable to be rejected. Canvassing in any form by the tenderer will result in outright rejection of their tender.

## D. Penalty

- 1. Absence of engineers at work will attract a proportional deduction from the charges in the subsequent quarterly payment if alternate arrangements are not made.
- 2. 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.
- 3. Penalty of 5% of Quarterly bill amount (base amount i.e., excluding taxes) will be levied if monthly

and / or quarterly preventive maintenance schedule is not done.

4. 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 ₹200/- for peripherals and ₹300/- per day for PCs/Laptops may be imposed, at the discretion of the Bank. Completion of preventive maintenance schedule will entail updating of anti-virus patches, Operating System patches and carrying out of diagnostics tests. 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.

#### E. Financial Terms & Conditions

- 1. The Techno-Commercial Bid should be submitted/uploaded in the prescribed format only. One bid should be submitted in respect of all the items indicated in the list. Bidder/agency should not insert any conditions in the bids.
- 2. The scope of coverage of the AMC will be 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 AMC will not be awarded in parts. The rate quoted should also cover the maintenance of operating system, software, installation, configuration of application/packages (connection of computer to projector for presentation) etc. The tenderer has to provide support for the IT inventory under warranty which inter-alia includes providing all support services other than parts replacement, logging of calls, follow up with OEMs etc. The tenderer should factor in the cost of support within the AMC value. No further outsourcing / subletting of contract would be allowed in any manner. The resident engineers are required to be on the pay roll of the company as regular employment.
- 3. All the prices quoted shall be in Indian Rupees. The firm quote shall not be subject to any price escalation subsequently. The prices quoted should be inclusive of charges for comprehensive on-site maintenance, and include cost of 03 resident engineers, labour, service, corrective maintenance, preventive maintenance, inclusive of supply of all parts/ components to replace the defective parts. The rates quoted must be excluding GST. GST should be shown separately and will be paid as per the government directives.

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

## 5. Payment of Bills:

- a) The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter and after obtaining certificate of satisfactory performance from the user departments of the Bank, within 45 days of the receipt of invoice from the vendor, subject to satisfactory submission of all the requisite documents. (Necessary documents showing compliance with instructions pertaining issued under Minimum Wages Act, 1948, Employees' Provident Fund, ESIC, Gratuity and Miscellaneous Provisions Act,1952, Employees State Insurance Act, 1948, Payment of Gratuity Act,1972 etc. whichever is applicable should be submitted by the vendor along with quarterly invoices)
- b) The payment shall be made on Quarterly basis which will include the FMS (Resident EngineersREs) component and AMC component.

AMC Component Calculation: This will be based on the quantity of IT Assets covered under AMC during the quarter. The vendor's invoice for the quarter shall reflect AMC charges in accordance with the asset count confirmed by the Bank.

FMS Component Calculation: The FMS portion of the payment shall be proportionate to the attendance of the required manpower. Amount proportionate to the number of man-days during which the employees were absent will be deducted from the payment.

- c) The Vendor shall disburse salary of the Resident Engineers through NEFT/electronic mode only to their bank account and a copy of the NEFT/electronic mode payment, bank details, salary slips of all the REs along with certificates of monthly ESI & EPF deductions etc. shall be produced along with the bill. No cash payment by the Vendor shall be made to the REs. The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence, at any point in time, of having paid required minimum wages and all other requisite statutory payments in respect of REs deployed at the Bank. Also, Bank may require evidence of having the REs on pay roll of the company/firm as a regular employment. The condition shall also be applicable to the Backup Engineers deputed at the Bank from time to time.
- d) During the course of the contract, increase in the minimum wages, if any, as announced by the Central Government will be borne by the Bank, to the extent of meeting the minimum wages

requirement, subject to producing documentary evidence for disbursing the increased wages to the REs deployed.

- e) During the course of contract, if more machines are brought under the scope of the AMC, the maintenance will be carried out by the Vendor with an additional maintenance charge, on a prorata basis. In the event of reduction in the number of machines under AMC, the maintenance charge will be reduced on a pro rata basis.
- 6. The quarterly bills, along with necessary certification and documentary evidences to the effect that monthly payment to the personnel are made in adherence to minimum wages of State/Central Government and in compliance with instructions pertaining to EPF, ESIC, Gratuity, etc. may be submitted. Bank being the principal employer shall call for such documents to check the compliance of all statutory laws are met. The successful bidder shall pay wages to its employees not less than the minimum wages as specified in the extant Central Minimum Wages notification issued by the Ministry of Labour and Employment (Office of the Chief Labour Commissioner (C), under Category 'Industrial Workers employed in Building Operations' Skilled/Clerical Area B.
- 7. Any objection regarding the payment received by the vendor may be brought to the notice of the Bank within ten (10) days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

#### F. Labour/Wages - Compliance with various statutes

- 1. The Vendor shall ensure compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948 [including relevant latest orders from the Office of the Chief of Labour Commissioner, New Delhi], and other labour laws wherever applicable and as amended from time to time, while engaging workers as contract labour for the aforesaid work. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way make liable to the labourers engaged by the Vendor. RBI will be absolved from any obligations under the various Central Government statutes regarding contract labour / minimum wages and the Vendor shall keep RBI indemnified against all actions that may be initiated against the RBI by the statutory authorities for failure/delay/non-payment of wages/other benefits (as stipulated by Central/State Government), by the Vendor to the Engineers deputed by it to the Bank.
- 2. The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor solely shall be responsible for liabilities, if

any, in this regard.

- 3. The vendor will be mandatorily required to credit salaries and pay all components only through direct credit to the bank accounts of personnel deputed in the Bank.
- 4. The Bank reserves the right to verify compliance in this regard and Vendor should be able to produce evidence of having paid required minimum wages at any point in time through direct credit to bank accounts. Also, Bank may require evidence of having the resident engineers on pay roll of the company as a regular employment.

## G. Force majeure

- 1. If at any time during the continuance of this agreement, the performance in whole or part, is delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event) provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after the event has come to an end or ceased to exist. Further if the performance in whole or part of an obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 180 days, either party may exercise its option to terminate the agreement.
- 2. 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.

#### H. ARBITRATION

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation on the payment to be made there under the same or anything in relation to or arising out of this contract. If after 30 days from the commencement of such informal negotiation, Reserve Bank of India and the vendor are unable to resolve amicably a contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Thiruvananthapuram only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. During the course of arbitration, no party would be

entitled to suspend work/ service to which the dispute relates and shall continue to perform the work/ services as per the terms of tender document.

#### Jurisdiction:

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

## I. Complying with the Information Security Policy of the Bank

- 1. The Vendor agrees to comply with the guidelines of the Bank's Information Security Policy in letter and spirit while accessing information systems with high level of access privilege.
- 2. The Vendor assures that its staff and/or agents shall follow sound codes of practice in handling information systems as per the Information Security sub policies of the Bank. The staff posted should maintain confidentiality of the IS policy of the bank and not disclose the same in public.

## J. Confidentiality

- 1. The Vendor must acknowledge that all materials and information which has or will come into its possession or knowledge or performance thereof whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations and to release it only to employees requiring such information for the purpose of performing obligations and not to any other party. The Vendor shall agree to take appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information are fully satisfied. The Vendor indemnifies RBI for any loss suffered by them due to disclosure of any confidential information. The Vendor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of agreement for whatsoever reasons. Failure to observe this clause will be treated as breach of contract on part of vendor and RBI would be entitled to claim damagers and pursue legal remedies.
- 2. The vendor should undertake that its personnel will at all times comply with all the security regulations in effect from time to time at the Bank's premises and externally for materials of the Bank. The vendor should further undertake to hold in strict confidence any information, whether consisting of confidential or proprietary data or not which has or will come into its possession and that it shall not make use of such information other than for fulfillment of its obligations.

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

- 1. The contractor / Agency shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filled before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaints.
- 2. 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.
- 3. 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.
- 4. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 5. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

#### L. INDEMNITY CLAUSE

- i)The Vendor agrees to indemnify and to keep the Bank and its Officers, Employees, Directors and representatives indemnified against all claims (including third party claims) actions, losses, damages, costs, expenses, charges including legal expenses which the Bank may suffer or incur on account of default on the part of Vendor due to:
- a) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or
- b) Breach or non-performance of the terms and conditions of the contract; or
- c) Breach of the representations and warranties made by the Vendor; or

- d) Negligent or fraudulent act or omission by the Vendor; or any third party for reasons attributable to the Vendor.
- ii) The vendor shall also keep the Bank indemnified against any claim from the staff of the Vendor and it shall be the duty of the Vendor to clearly inform his own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise. Further, the Vendor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Vendor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

#### M. NON-DISCLOSURE CLAUSE

- (i) The vendor shall ensure that all materials as well as information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether confidential and proprietary data or not, whose disclosure to or use by third parties may cause damage or loss to the Bank, shall at all times be held in strictest confidence. The vendor shall not make use of the same other than for discharging its obligation as per AMC and to release it only to those employees who require it for discharging the obligation arising out of the AMC and not to any other party. The vendor shall confirm that appropriate action shall be taken as regards its employees to ensure that the obligation of non-use and non-disclosure of confidential information are fully satisfied. The Vendor and the Engineers shall adhere to the IS Policy guidelines of the Bank.
- (ii) The Vendor should undertake that its personnel will always comply with all the security regulations in effect from time to time at the Bank's premises and externally for materials of the Bank. The Vendor should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not which has or will come into its possession in connection with this contract and that it shall not make use of such information other than for fulfilment of its obligations under this contract.

## N. CODE OF INTEGRITY

- 1. The vendor is liable for debarment/disqualification from bidding, if it is determined that the vendor has committed the following acts or omissions in contravention of the code of integrity:
- a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a process or to secure a contract.
- i. Failed to disclose conflict of interest.
- j. Failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- k. For any actions or omissions by the vendor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, substandard quality of works, failure to abide terms of the tender etc.
- I. If the vendor has been convicted of an offence, (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- 2. If any of the Information/ Undertaking / Declaration /Certificate submitted by the Vendor is

found to be false, the tender / Work Order issued will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit may be initiated and the Bank may also debar the Vendor from participating in tenders invited by the Bank in future.

#### O. Evaluation of bids

- 1. The technical bids will be opened first and evaluated to determine responsiveness and completeness to the pre-qualification and eligibility criteria. Any clarification/rectification in case of deviations, in the technical bids at this stage, will be called for in writing by fax/email. Failure to submit the same within the specified time limit may result in rejection of the bid. The Technical Committee formed for the evaluation of the bids will take into account the eligibility criteria stipulated in the Tender. Part II (Commercial Bid) of only those Vendors, who are found to be satisfying the eligibility criteria and all other requirements will be considered for opening.
- 2. The Bank may obtain reports on past performance of the tenderer from its clients. The Bank may evaluate the said reports before opening of the Part II of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part II of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the financial/price bids of only technically qualified vendors will then be opened for purpose of commercial evaluation. All such vendors shall be treated as empaneled vendors for the period of 2025-2028 and the Bank may, if required, seek their participation in any tender of similar work issued during the period 2025-28.
- 3. Deviations to the terms and conditions, if any, shall be clearly mentioned by the Vendor in the Technical Bid. Non-mention of deviation shall imply compliance of the Vendor with the mentioned 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 Commercial Bid, which is meant only for the quotation of offer price/rate.

#### 3. Scrutiny of Bids will be in three stages as under:

#### (a) Eligibility Criteria:

The Bank will first scrutinize the eligibility of the Bidders as per "qualification criteria" of the Tender Document. The decision of Bank in this regard shall be final and no further correspondence in this regard will be entertained. Proposals meeting all the "qualification criteria" with requisite supporting documents will then be assessed and shall/may qualify for the next stage.

#### (b) Technical Evaluation:

The Bank will scrutinize the offers and evaluate the technical bids based on the eligibility criteria and the supporting documents. Only the Bidders who qualify in Technical Evaluation will be short listed for Commercial (Price Bid) Evaluation. The decision of the Bank in this regard shall be final and binding on the tenderers.

#### (c) Financial Evaluation:

The Bank will open and scrutinize the Commercial offers of only the technically qualified Bidders. The Financial Bids will have to be submitted online via MSTC portal only. The Bank may reject or load the financial implication of any alteration in the Financial Bid submitted by the respective bidder. The Financial Bid of the technically short-listed bidders will be opened and the bidders will be ranked as L1, L2, L3, etc. on the basis of their prices offered.

- a) Taxes: The rates quoted online (positive values only) by the Tenderers in the "Rate field" should be exclusive of GST. The GST will be factored in automatically by the system (which can be viewed by the tenderer while filling rates online) during furnishing of Price Bid to arrive at the Final/Gross Amount. All other applicable taxes, levies etc. should be included in the quoted amount. As per Indian laws, Income Tax-TDS and GST-TDS will be deducted at source and a certificate for the same will be issued to the contractor.
- b) **Insurance:** The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The Insurance policy will be valid/co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors all risk policy shall be minimum ₹2.00 lakh per person for any one accident or occurrence and ₹5.00 lakh in respect of damage to property for any one accident or occurrence.

### c) Signing of Contract Agreement:

- (i) The eligibility conditions, scope of work, general terms & conditions to the tenderers, hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- (ii) On receipt of intimation from the Bank of the acceptance of the tender, the successful tenderer shall be bound to implement the Contract on a non-judicial stamp paper of value not less than

Rs.100/- and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with terms & conditions in this tender document. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

- (iii) The tenderer shall not assign the contract. He shall not subcontract any portion of the contract except with the written consent of the Employer (RBI). In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.
- (iv) The handholding process would start immediately after issue of the acceptance letter by the Bank with the current service provider, although the payment for the contract would be made from July 01, 2025 onwards.
- (v) Notwithstanding the signing of the agreement, the written acceptance by the Bank of a Tender in itself will constitute a binding agreement between the Bank and the Vendor, whether such contract is or is not subsequently executed.

The following DIT officials may be contacted for any clarification:

#### Contact person (Reserve Bank of India, Thiruvananthapuram):

- a) Shri Pravin M S, Manager, mspravin@rbi.org.in, Contact No: 0471 278 3330 / 8547808088
- /b) Smt Abinaya R, Assistant Manager, abinayar@rbi.org.in, Contact No: 0471 278 3179
- c) Shri Abhishek R, Assistant, <a href="mailto:rabhishek@rbi.org.in">rabhishek@rbi.org.in</a>, Contact No: 0471 278 3258
- d) Shri Achyuth P, Assistant, achyuthp@rbi.org.in, Contact No: 0471 278 3258

To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform

### **Section V**

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

Notes: The list indicated below is not exhaustive. Bank may add or delete IT Assets/ Software under FMS and Comprehensive AMC at its discretion.

SN	Item	Description	Under AMC	Under Warranty	Total
01	PCs	Desktop PCs of heterogenous make	128	216	344
02	Printers	LaserJet/Inkjet/Network/Multifunctional/ OfficeJet/Personal/DD/PO/All In One/ DOT Matrix/B/W and Color printers	45	14	59
03	Scanners	ADF, Flatbed, Dual/Duplex	6	12	18
04	Laptops/ Tablets	Laptops/ Tablets of heterogenous make	87	62	149
05	Projector	BenQ etc.,	-	3	3

Part B - Details of Computer Software: Acrobat Reader, Office 365 Pro Plus, MS Outlook (2007 & 2013), MS Visual Inter Dev, MS BackOffice CAL, MS Backoffice Server, MS Office, MS Power BI, e Kawach, Novell Netware, Oracle, Oracle 8 Developer, IBM MQ, Oracle 8 Server, MS Teams, ZOOM, SCO Open Server (UNIX), SCO-UNIX Version 6.0, UNIX Appl Server, Windows 2008 Server with 5 CAL, Windows 7 professional, Windows 8.1, Windows 10, JAWS software as screen reader for visually blind, KMT and other OS/server related software. The latest software versions wherever installed will be considered.

Part C- Technical Support for Operating Systems:

1	Windows Desktop Operating Systems (Windows 7 and above)
2	MAC OS, IOS
3	SCO Unix 5.x servers, SCO Unix Version 6.0 and above
4	Windows 2003, Windows 2008, Windows 2012 and above server versions
5	Linux/ Unix OS

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

SN	Item	Qty
01	SMPS	05
02	DDR4 8 GB RAMs	05
03	Laptop with Windows 10 OS	01

04	Desktop with i5 Processor, 4GB RAM, 500 GB HDD as standby	02		
05	LaserJet Printer	02		
Any other item to maintain equipment uptime as indicated in the tender document.				

To be digitally signed using the Bidder's Digital Signature in the Bank's E-commerce platform.

### **Section VI**

### **NEFT Details**

Name : DIT RBI TVM

Account Number : 8614038

IFSC Code : RBIS0THPA01

Remarks : DIT-AMC-FMS - EMD

## Annexure A Indexation formula

The rate for FMS and AMC for subsequent years, in case of renewal, shall be calculated on the basis of indexation. The formula to be used for such indexation will be as follows:

#### Formula for AMC

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

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 contact for the current/new year;

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

CPIC = Consumer Price Index for industrial workers for urban 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.

#### Formula for FMS:

### $C = D \{15 + 85 \times (CPIC / CPIP)\} \times 1/100$

where,

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

D = The Man Month rate for services for the previous year.

CPIC = Consumer Price Index for urban non-manual employees for all India for the month, generally based on index of six (06) months prior to the commencement date of contract for the current year.

CPIP = Consumer Price Index for urban non-manual employees for all India for the month, generally based on index of six (06) months prior to the commencement date of contract for the previous year.

### **Annexure B**

**Proforma of Bank Guarantee for Security Deposit** (To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

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

To: The Regional Direct Reserve Bank of Ind Thiruvananthapuran	dia	
Madam/ Dear Sir,		
In consideration of y	our agreeing to accept the security d	leposit of ₹
(₹	only) furnishable to you by M	/s (hereinafter
referred to as "the \	/endor") in terms of their contract wit	h you for "Facility Management
Service (FMS) & An	nual Maintenance Contract (AMC) for	r Computer Hardware, Software
and Peripherals a	t RBI Thiruvananthapuram and E	Bank's residential colonies at
Thiruvananthapuran	n" as per their Tender dated and yo	our Conditions of Contract and
other Tender docum	ents relating thereto subject to the co	nditions and alterations mutually
agreed upon the set	forth or referred to in your Contract da	atedin
the form of guarant	tee from us in the manner hereinafte	er contained, we (Name of the
Bank) do hereby co	venant and agree with you as follows	:
1. We undertake to	indemnify you and keep you indem	nnified from time to time to the
extent of ₹ (₹ only)	against any loss or damage caused t	to or suffered by or that may be
caused to or suffere	ed by you by reason of any breach	or breaches on the part of the
Vendor of any of the	terms and conditions contained in th	e said Contract and in the event
of the Vendor makin	ng any default or default in carrying ou	ut any of the work under the said
Contract or otherwi	ise in the observance and performa	ance of any of the terms and
conditions relating t	thereto in accordance with the true i	ntent and meaning thereof, we
shall forthwith on de	emand pay to you such sum or sums	not exceeding in total the
said sum of ₹ (₹ onl	y) as may be claimed by you as your	losses and/or damages, costs,
charges or expense	s by reason of such default on the pa	art of the Vendor.

- 1. Notwithstanding anything to the contrary, your decision as to whether the Vendor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
- 2. This guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period of the said Contract and after the Vendor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 3. 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.
- 4. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Vendor or to postpone for any time or from time to time any of your rights or powers against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Vendor or any other forbearance, act or omission on your part or any indulgence by you to the Vendor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹ \_\_\_\_\_\_\_ only) as aforesaid.
- 5. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Vendor or any other person, firm or Vendor on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Vendor.

- 6. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 7. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Vendor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
- 8. 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.
- 9. 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 uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. This guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated Vendor or concern.
- 11. 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 Vendor 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.
- 12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
- 13. We further agree and undertake to pay you without demur the amount demanded

by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Vendor or any other person.

- 14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹ (₹ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
- 15. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED (For & on behalf of the above-named bank)

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

### **Annexure I**

(The pages in original 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

### A. BASIC INFORMATION OF COMPANY/FIRM

Particulars	Response
The registered name of the company/firm	
2) Name and designation of the authorized official	
responding to the request	
3) Contact telephone, fax number and E-mail	
address	
4) Registration and other numbers	
5) Registered Office (address)	
6) Legal form of organization	
7) Name and address of Parent company, if any	
8) Brief description of the entity including date of	
incorporation, list of major business areas and	
divisions, list of products and services provided, key	
milestones in its development	
9) A brief account of FMS/AMC/software	
development service	
10) List of FMS/AMC solution provided in similar	
environment including of value not less than ₹ 11.2	
Lakhs/₹ 7 Lakhs/₹ 5.6 Lakhs in the last 3 years.	
11) Financial: (in Crores)	
Turnover	
a) Total	

b) Of Which from FMS/AMC	
Profit	
a) Total	
b) Of Which from FMS/AMC	
(Audited financial statement to be attached for the	
last 3 years)	
12) Geographical spread in India:	
a) No. of Offices	
b) Locations	
Of which in Thiruvananthapuram	
i) for FMS/AMC	
ii) Software Support	
13) The number of staff employed in each of these	
categories at Thiruvananthapuram:	
(a) Software development/support	
(b) Engineering/hardware support	
(c) Sales and other personnel	
14) (i) Name and level of quality standards	
obtained by the Company	
(enclose copy of certificate)	
(ii) Is it for a Specific Division or for the Organization	
as a whole?	
Please specify.	
(iii) Is it for the Division that may be	
Undertaking AMC/FMS?	
Please specify.	
15) Whether the vendor has a valid license issued	
under the Contract Labour Act, 1970?	
If yes, please attach copy. If not, whether the	
vendor has been exempted and if so for what	
reason.	
16) Whether there is legal action being taken	
against vendor for any cause in any legal	
	1

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

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

Signature:
Name:
Designation
Date

# Annexure II <u>Details of Resident/ AMC Engineers proposed to be deputed at RBI Thiruvananthapuram</u>

(This page in original to be uploaded while submitting the e-tender)

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

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

### **Annexure III**

### List of AMC performed by the Vendor during the last five years (Copy of work orders to be enclosed)

(This page in original to be uploaded while submitting the e-tender)

Sr. no	Name of Client & Location	Period	Nature of work involved in the contract e.g. AMC, installation of servers, PCs etc., System Integration	Contact, Official details and complete address of client	Contract amount	Completion period scheduled / Actual	Whether the work was left incomplete or contract was terminated from either side. If yes, give full details	Any other relevant information including reason, if any
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

### Annexure III (A)

### **CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

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

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

1	Name of work with brief particulars		
2	Agreement No. and date		
3	Agreement amount		
4	Date of commencement of work		
5	Stipulated date of completion		
6	Actual date of completion		
7	Details of compensation levied for delay (indicate amount) if any		
8	Gross amount of the work completed and paid		
9	Name and address of the authority under whom work is executed		
10	Whether the contractor employed qualified Engineer/Overseer during		
	execution of work?		
11	i) Quality of work (indicate grading) (tick		Outstanding
	any one)	•	Very Good
			Good
		•	Satisfactory
	What of words a side on made and mater of a second		Poor
40	ii) Amt. of work paid on reduced rates, if any.		
12	i) Did the contractor go for arbitration?		
	ii) If yes, total amount of claim		
	iii) Total amount awarded		
13	Comments on the capabilities of the contractor.		
	a) Technical proficiency		Outstanding
	(tick any one)	•	Very Good
			Good
			Satisfactory
		0	Poor
	b) Financial soundness (tick	•	Outstanding
	any one)	0	Very Good Good
			Satisfactory
			Poor
	c)Mobilization of adequate spares		Outstanding
	ojiviosinzation or adequate spares		Very Good
			Good
			Satisfactory
			Poor
	d) Mobilization of manpower		Outstanding
	(tick any one)	•	Very Good
		•	Good
		_	Satisfactory
	a) Compared by the price of the least	-	Poor Outstanding
	e) General behavior (tick	0	Very Good
	any one)		Good
		-	Satisfactory
			Poor
			FUUI

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

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

<sup>\*</sup>Officer of the rank of Superintending Engineer or equivalent

### **Annexure IV**

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

### (To be submitted on the letterhead of the tenderer)

(This page in original to be uploaded while submitting the e-tender)

The Regional Director Reserve Bank of India Bakery Junction, Thiruvananthapuram

Dear Sir,

Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram

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

- 1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
- 2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
- 3. We warrant that the repair and maintenance service to be provided by us will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- 4. We shall adhere to IS Policy guidelines of the Bank.
- 5. We shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention & Redressal) Act 2013.
- 6. We shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & 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.
- 7. 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.

Yours faithfully,

Signature Name: Designation: Place:

### **Annexure V**

### FORM OF BANKER'S CERTIFICATE FROM A 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.  Sri	
marginally noted address, a customer of our bank are / is respectable and can be treated	•
good for any engagement up to a limit of Rs(Rupe	
). This certificate is issue	ed
without any guarantee or responsibility on the Bank or any of the officers.	
(Signature) For the Ba	nk
E-Mail:	
Address:	
Contact No.	
Note:	
Pankar's cortificate should be issued an ar after Nevember 07, 2024	

- 1. Banker's certificate should be issued on or after November 07, 2024.
- 2. Banker's certificates (Solvency) should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Bakery Junction, Thiruvananthapuram, Kerala- 695 033.
- 3. In case of partnership firm, certificate to include names of all partners as recorded with the bank.

#### Annexure - VI

### **Prescribed Format for Application**

(Letterhead of the Vendor)

To
The Regional Director
Reserve Bank of India
Thiruvananthapuram

Madam/Dear Sir.

We have carefully examined the conditions, technical specifications, scope of work etc. specified in the Tender hereinafter set out and having visited and examined the site of the works specified in the said Tender and having acquired the requisite information relating thereto as affecting the Tender. We hereby offer to execute the works specified in the Tender for the time specified at the rates mentioned in the Commercial 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.

- 1. We also agree that our bid will remain valid for acceptance by the Bank for three (03) months from the date of opening of Part I of the Tender. We also agree to keep the Bank Guarantee towards Earnest Money valid during the entire period of validity of Tender, as per the terms and conditions in the Tender document.
- 2. Should this bid be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the Tender and in default thereof, to forfeit and pay to you such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the contract.
- 3. We understand that you reserve the right to accept or reject any or all the bids either in full or in part without assigning any reason thereof.
- 4. The bid is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Commercial Bid) contains only the price bid in the Bank's e-Tender proforma in the format provided in the MSTC Portal.

6. We have uploaded the o other parts of the Tende	•	documents sought in the	Eligibility Criteria and
Dated this	day of	2024.	

(Signature with Seal) Name Designation Date and Place

56
<b>Note:</b> The Authorization should be provided by the company after following its due process and should be signed by a Competent Authority.
Witnesses:
1. Signature with name Address & date

2. Signature with name Address & date

Date

### **Annexure - VII**

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

(This page in original to be uploaded while submitting the e-tender)

SN	Item	Details
01	Name and address of the company/firm	
02	Whether the company/ firm accepts all the terms and conditions and scope of works as indicated in the document	
03	Deviation to the terms and conditions as above, if any, may be specifically indicated here in details.	

Signature

(Name of the Company/Firm)

### **Annexure VIII**

## 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)

oignatory)
То
The Regional Director Reserve Bank of India Thiruvananthapuram
Madam/Dear Sir
Name of Work:
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.
2. I/We,
(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 IX**

### Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India

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

10
----

The Regional Director Reserve Bank of India Thiruvananthapuram
Madam/Dear Sir
Name of Work:
1. I/We certify that (Name and address, including Country of location of vendor) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/ revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/ We certify that (Name of the vendor)
i. is not from a country sharing land border with India, or
ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
iv. is from a country sharing land border with India where government of India is engaged in development projects (Strike out whichever of the above is not applicable)
I / We further certify that (Name of the Vendor) fulfils all requirements in this regard and is eligible to be considered under the provision of the above refer Office Memorandum and its subsequent orders/ revision. I/we (Name of the Vendor) will not subtract any work to contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.
I/ We know and understood that, if this Declaration / Undertaking / Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.
Signature and name of the authorized signatory of the vendor with Rubber Stamp Date:

Place

### Annexure - X

## Format of Part-II - Unpriced Bill of Quantities Financial / Price Bid Format - to be filled online in the MSTC portal only

Empanelment of Vendors and Award of Work for Facility Management Service (FMS) & Annual Maintenance Contract (AMC) for Computer Hardware, Software and Peripherals at RBI Thiruvananthapuram and Bank's residential colonies at Thiruvananthapuram

LOT NO	LOT NAME	DESCRIPTION	Quantity (A)	Unit of Measure (UOM)	Per unit rate per annum from April 01, 2025 to March 31, 2026 in ₹ (excluding GST) To be filled by the vendor in MSTC portal (B)	Final Rate per unit per annum (Inclusive of GST)
1	Annual Maintenance Contract and Facility Management Service - PCs	Desktop PCs of heterogenous make	344	Number (No)		Bidder need not fill this field. System will auto calculate the values. $(A)*[(B)*1.18]$
2	Annual Maintenance Contract and Facility Management Service - Printers	LaserJet/Inkjet/ Network/Multifu nctional/OfficeJ et/Personal/DD/ PO/AIO/DOT Matrix/BW/Color printers	59	Number (No)		Bidder need not fill this field. System will auto calculate the values. $(A)*[(B)*1.18]$
3	Annual Maintenance Contract and Facility Management Service – Scanners	ADF, Flatbed, Dual/Duplex	18	Number (No)		Bidder need not fill this field. System will auto calculate the values. $(A)*[(B)*1.18]$
4	Annual Maintenance Contract and Facility Management Service – Laptops/ Tablets	Laptops/ Tablets of heterogenous make	149	Number (No)		Bidder need not fill this field. System will auto calculate the values. $(A)*[(B)*1.18]$
5	Annual Maintenance Contract and Facility Management Service -	Projectors of heterogenous make	3	Number (No)		Bidder need not fill this field. System will auto calculate the values. $(A)*[(B)*1.18]$

	Projector			
	Annual Service Charges			Bidder need not fill this field. System will auto
6	for deploying Resident	1	Number	calculate the values.
	Engineers, as per the	1	(No)	[10,12,149 + B] *1.18
	tender specifications.			

#### **Please Note:**

- i. The tenderer should take in to consideration all the terms and conditions mentioned in the tender document while submitting their price bids.
- ii. The tenderer should provide unit rates, exclusive of GST for all the lot items. (For example Per Desktop/ Laptop/ Printer/ Scanner/ Projector/ Service Charge). The system will automatically include the GST portion 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 6:

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 Labor and Employment (Office of the Chief Labor Commissioner (C), under Category 'Industrial Workers employed in Building Operations' – Skilled/Clerical – Area B. 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.

### **Minimum Wage Calculation for Lot No 6:**

А	Minimum Basic Wages plus Variable Dearness Allowance (VDA)	Rs. 868/- * 26 days * 12 months = Rs.2,70,816/-
В	Employees State Insurance (ESI) @ 3.25% of Basic Wages plus VDA	Rs.8802.00
С	Employees Provident Fund (EPF) @ 12% of Basic Wages plus VDA	Rs.32,498.00
D	Employees Deposit Linked Insurance (EDLI) @ 0.50% of Basic Wages plus VDA	Rs.1354.00
Е	Administrative Charges (EPF & EDLI) @ 0.50% of Basic Wages plus VDA	Rs.1354.00
F	Bonus @ 8.33% of Basic Wages plus VDA	Rs.22,559.00

G	Total cost per resident engineer (A + B + C + D + E + F)	Rs.3,37,383.00
	Total cost for 3 resident engineers (G * 3)	Rs.10,12,149.00

IMPORTANT: While quoting rates for Lot No:6, the bidders shall provide their service charges (exclusive of GST) for the contract over and above Rs.10,12,149/-. The system will automatically include the minimum wages of Rs.10,12,149/- to the quoted amount and show the final figure inclusive of GST.

The service charges shall include Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, items like procurement of cleaning material, Insurance charges and identity cards to the workmen and any other expenses envisaged for one-year period from April 01, 2025 to March 31, 2026.

## Annexure XI Checklist for documents/ Compliance Matrix

SI. No	Eligibility Criteria	Documents required	Submitted (Yes/ No)	Deviations, if any
1	The tenderer should be a limited company or registered partnership or a proprietorship firm and should be a registered Indian company under the Companies act.	<ol> <li>Annexure I</li> <li>Annexure V</li> <li>Copy of the Memorandum and Articles of Association</li> <li>Certificate of Incorporation</li> <li>Partnership Deed</li> <li>Tax registration documents such as PAN, TIN, GST, UDYAM Registration etc./ other relevant documents (if applicable)</li> </ol>		
2	The tenderer should have a full-fledged service and repair center setup available at Thiruvananthapuram	Documentary evidence about the service setup to be uploaded.		
3	The tenderer must have experience of successfully undertaking similar works during last 5 years ending March 31, 2024 and should be continuing in this business at the time of submission of bids.	Documentary evidence in support of minimum experience of 5 years in the field.		
4	Tenderer should have successfully completed similar works in the last five (05) years - a) At least three (03) similar works each costing more than 6.28 Lakh or above <b>OR</b> b) At least two (02) similar works each costing more than 7.85 Lakh or above <b>OR</b> c) At least one (01) similar works each costing more than 12.55 Lakh or above	Annexure III     Annexure III A		
5	The tenderer should have net profit in each of the last three (03) consecutive years (i.e. 2021-22, 2022-23 and 2023-24). The Vendor should have Minimum Annual Turnover of ₹ 15.69	<ol> <li>Audited balance sheet</li> <li>Copy of IT-Returns and</li> <li>P&amp;L statement duly certified by a Chartered Accountant</li> </ol>		

			Г	
	lakhs in each of the last three (03) years (i.e.			
	2021-22, 2022-23 and 2023-24).			
6	The tenderer should furnish a Banker's	1. Annexure V		
	certificate (solvency) issued by the Applicant's			
	banker, specifically for the purpose of this work			
	for a minimum amount equal to the estimated			
	cost (Rs. 15.69 Lakh). Solvency certificate			
	shall be issued by a scheduled bank.			
7	The tenderer should have OEM (Original	Documentary proof to be uploaded.		
	Equipment Manufacturer) certification or			
	Authorization or Service provider certificate for			
	the brands such as HP, Dell, Lenovo, any other			
	prominent electronics brand etc.			
8	The tenderer should be ISO 20000 certified	Copy of certificate to be uploaded.		
	(Accreditation for IT Service Management).			
9	The tenderer should not have violated any	Duly signed and sealed written declaration		
	terms and conditions of any earlier contract	to be uploaded.		
	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.			
10.	The tenderer should preferably have	Documentary evidence supporting the		
	appropriate support relationship (channel	continuity of the association with OEM to		
	partner, service partner, etc.) with OEMs, of the	be uploaded.		
	items mentioned in Section - V, so as to ensure			
	that priority support level from OEM will be			
	available to tenderer for problem resolution.			
11.	Deployment of Resident Engineers as per the	Annexure II		
	tender conditions.			
12.	Certificate of Indemnity	Annexure IV		
13.	Format of Application	Annexure VI		
			L	

14.	General Acceptance of Terms & Conditions	Annexure VII	
15.	The tenderer should not have been delisted/banned by any Government, Regulatory Authority, Financial Institution, etc. Further, the tenderer should not have any insolvency case pending against him/her.	Annexure VIII	
16.	Undertaking/ Declaration/ Certificate regarding country sharing land border with India	Annexure IX	
17.	Proof of remittance of Earnest Money Deposit of ₹ 31,380.00 (Rupees Thirty-One Thousand Three Hundred and Eighty only) through NEFT.		
18.	Form of Tender	Section III – Signed and scanned copy to be uploaded.	
19.	Terms and Conditions	Section IV - Signed and scanned copy to be uploaded.	

Place:

Date: