



भारतीय रिज़र्व बैंक  
सूचना प्रौद्योगिकी कक्ष  
नई दिल्ली

**RBI/Delhi Regional Office/Others/1/24-25/ET/896[AMC and FMS]**

भारतीय रिज़र्व बैंक  
नई दिल्ली में

कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के लिए वार्षिक रखरखाव संविदा (एएमसी)  
और सुविधा प्रबंध सेवा (एफएमएस)

के लिए ई-निविदा

संविदा की अवधि: - 01.04.2025 to 31.03.2026

(वेंडर द्वारा प्रदान की गई सेवाएं यदि बैंक द्वारा संतोषजनक पाई जाती हैं तो आपसी सहमति से वार्षिक आधार पर अधिकतम दो वर्ष (एक बार में एक वर्ष) तक अवधि को बढ़ाया जा सकता है)

ई-निविदा जमा करने की अंतिम तिथि और समय: 13 मार्च, 2025, 15:00 बजे

भारतीय रिज़र्व बैंक  
सूचना प्रौद्योगिकी कक्ष  
नई दिल्ली

**निविदा आमंत्रित करने की सूचना (एनआईटी)  
(केवल ई-प्रोक्योरमेंट के माध्यम से)**

क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, नई दिल्ली "भारतीय रिज़र्व बैंक, नई दिल्ली में कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के वार्षिक रखरखाव संविदा (एएमसी) और सुविधा प्रबंध सेवा (एफएमएस)" प्रदान करने के लिए एमएसटीसी के माध्यम से ई-निविदा के माध्यम से बोलियां आमंत्रित करते हैं। विस्तृत निविदा सूचना के साथ ई-निविदा एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com/eprocn/> और आरबीआई की वेबसाइट <https://www.rbi.org.in> पर "निविदाएं" खंड के अंतर्गत उपलब्ध है। ई-टेंडरिंग प्रक्रिया में भाग लेने के लिए सभी इच्छुक बोलीदाताओं को उपरोक्त वेबसाइट के माध्यम से एमएसटीसी के साथ स्वयं को पंजीकृत करना होगा।

a. कार्य का नाम	भारतीय रिज़र्व बैंक, नई दिल्ली में कंप्यूटर हार्डवेयर, सॉफ्टवेयर और पेरिफेरल्स के वार्षिक रखरखाव संविदा (एएमसी) और सुविधा प्रबंध सेवा (एफएमएस) प्रदान करना
b. ई-निविदा संख्या	<b>RBI/Delhi Regional Office/Others/1/24-25/ET/896[AMC and FMS]</b>
c. निविदा का माध्यम	ई-प्रोक्योरमेंट प्रणाली - एकल चरण दो लिफाफे ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> के माध्यम से ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली)
d. किस तारीख को निविदा पक्षों के लिए डाउनलोड करने हेतु उपलब्ध रहेगी	10 फरवरी 2025
e. बोली पूर्व बैठक	03 मार्च 2025, प्रातः 11:00 बजे। स्थान: सूचना प्रौद्योगिकी कक्ष, भारतीय रिज़र्व बैंक, 6, संसद मार्ग, नई दिल्ली-110001 बोली-पूर्व बैठक में भाग लेने के लिए इच्छुक पक्षकारों द्वारा 03 मार्च 2025 को प्रातः 10:00 बजे या उससे पहले ईमेल के माध्यम से ditnewdelhi@rbi.org.in पर अनुरोध भेजा जाए। बोली-पूर्व बैठक का कार्यवृत्त 04 मार्च, 2025 को 16:00 बजे तक बैंक की वेबसाइट पर डाल दिए जाएंगे। बोली-पूर्व बैठक के लिए बोली संबंधी सभी प्रश्न बोलीदाताओं द्वारा 03 मार्च 2025 को प्रातः 10:00 बजे से पहले ditnewdelhi@rbi.org.in पर ई-मेल के माध्यम से भेजे जाएं।
f. कार्य की अनुमानित लागत	<b>₹33.00 लाख (एक वर्ष के लिए) (सभी करों सहित)</b>
g. बयाना राशि (ईएमडी)	<b>₹66,000/-</b> (रुपए छियासठ हजार मात्र)  बोलीदाता ईएमडी को स्वीकार्य रूप में आदाता खाता डिमांड ड्राफ्ट, बैंकर्स चेक या एनईएफटी के माध्यम से ऑनलाइन जमा कर सकते हैं। ईएमडी के भुगतान के विभिन्न माध्यमों का विवरण <a href="#">Section-XI</a> में दिया गया है। बोलीदाताओं को डिमांड ड्राफ्ट के बदले बैंक गारंटी के रूप में ईएमडी जमा करने की भी अनुमति है। बयाना राशि जमा के बदले में बैंक गारंटी के प्रोफार्मा का विवरण <a href="#">Section-XII</a> में दिया गया है। निविदा सूचना में उल्लिखित ईएमडी के अलावा किसी भी रूप में ईएमडी स्वीकार नहीं

	की जाएगी। (कृपया आवेदन करते समय दिए गए प्रारूप <a href="#">Annex- VII</a> में ईएमडी जमा विवरण का उल्लेख करें)
h. लेनदेन शुल्क	लेनदेन शुल्क का भुगतान एमएसटीसी पेमेंट गेटवे/एनईएफटी के माध्यम से मेसर्स एमएसटीसी लिमिटेड के पक्ष में या जैसा भी उनके द्वारा सूचित किया जाए उसी के अनुसार किया जाना चाहिए (लेनदेन शुल्क आरबीआई द्वारा नहीं लिया जाएगा)।
i. एनईएफटी या डाक द्वारा बयाना राशि जमा (ईएमडी) जमा करने की अंतिम तिथि/समय	<b>13 मार्च 2025, 12:00 बजे (इस समय तक ईएमडी के बिना प्राप्त बोलियों को अनुत्तरदायी माना जाएगा और अस्वीकार कर दिया जाएगा)।</b>
j. <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> पर तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने की शुरुआत की तारीख/समय	<b>04 मार्च, 2025 20:00 बजे।</b>
k. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	<b>13 मार्च 2025, 15:00 बजे।</b>
l. भाग-I (अर्थात् तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	<b>13 मार्च 2025, 16:00 बजे।</b>
m. भाग-I (अर्थात् मूल्य बोली) खोलने की तिथि और समय	<b>24 मार्च 2025 को या उससे पहले (निश्चित तारीख केवल उन्हीं बोलीदाताओं के संबंध में बैंक द्वारा सूचित की जाएगी जो Part-I में निर्धारित सभी मानदंडों को पूरा करते हैं)।</b>
n. कार्य आदेश जारी करना/संविदा प्रदान करना	<b>31 मार्च 2025 को या उससे पहले.</b>

निविदाकर्ता बोली जमा करने से पहले किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण के लिए उपरोक्त वेबसाइट/ई-पोर्टल को देख लें। बैंक को निविदा रद्द करने, संशोधित करने और निविदा जमा करने की समय सीमा बढ़ाने का अधिकार होगा। इसके अलावा, बैंक किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने और बिना कोई कारण बताए किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक  
नई दिल्ली  
10 फरवरी 2025

### SCHEDULE OF TENDER (SOT)

a. Name of Work:	Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi
b. e-Tender No.	<b>RBI/Delhi Regional Office/Others/1/24-25/ET/896[AMC and FMS]</b>
c. Mode of Tender	e-Procurement System - Single Stage Two Envelope (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> )
d. Date/Time on which NIT will be available to parties to download	February 10, 2025.
e. Pre-bid meeting	March 03, 2025 at 11:00 HRS. Venue: IT Cell, Reserve Bank of India, 6, Sansad Marg, New Delhi-110001 Request for attending the pre-bid meeting may be sent by interested parties through email to ditnewdelhi@rbi.org.in on or before March 03, 2025 at 10:00 HRS. Minutes of the pre-bid meeting will be placed on Bank's website by 16:00 HRS of March 04, 2025. All bid related queries for the pre-bid meeting shall be sent by Bidders through email at ditnewdelhi@rbi.org.in on or before March 03, 2025 by 10:00 HRS.
f. Estimated Cost of Work	<b>₹33.00 Lakh (For One Year) (inclusive of all taxes)</b>
g. Earnest Money Deposit (EMD)	<b>₹66,000/-</b> (Rupees Sixty-Six Thousand only)  The bidder may submit the EMD in the form of Account Payee Demand Draft, Banker's Cheque or NEFT payment online in an acceptable form. The details of the various modes of payment of EMD are given in <a href="#">Section-XI</a> . The bidders are also allowed to deposit EMD in the form of a Bank Guarantee in lieu of demand draft. Details of Proforma of Bank Guarantee in lieu of Earnest Money Deposit is given in <a href="#">Section-XII</a> . The EMD shall not be accepted in any form other than the ones mentioned in the tender notice. (Please mention EMD Deposit details while applying in the given format <a href="#">Annex- VII</a> )
h. Transaction Fee	Transaction Fee to be paid through MSTC payment Gateway / NEFT in favour of M/s MSTC Limited or as advised by them (Transaction fee will NOT be charged by RBI)
i. Last date/time of submission of Earnest Money Deposit (EMD) by NEFT or post	<b>March 13, 2025, 12:00 HRS (Bids received without EMD by this time would be considered as unresponsive and rejected).</b>

j. Date/time of start for submission of Techno-Commercial Bid and Price Bid at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>	<b>March 04, 2025 at 20:00 HRS.</b>
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>March 13, 2025 at 15:00 HRS.</b>
l. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>March 13, 2025 at 16:00 HRS.</b>
m. Date & time of opening of Part-II (i.e. Price Bid)	<b>On or before March 24, 2025 (Exact date shall be intimated by the Bank in respect of only those bidders who satisfy all criteria stipulated in Part-I).</b>
n. Issuance of Work Order / Award of Contract	<b>On or before March 31, 2025.</b>

The Tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Bank shall have the right to cancel, modify the Tender and extend the deadline for submission of Tender. Further, the Bank reserves the right to accept any Tender, either in full or in part and to reject any or all the Tenders without assigning any reason thereof.

## **Disclaimer**

Information Technology Cell, Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”, “RBI” or “Reserve Bank of India, New Delhi” interchangeably), has prepared this document to give background information on the contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document, or any information which may be provided in association with it.

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

The Bank reserves the right not to proceed with the contract, as specified in the tender, to change the configuration of the contract, 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 costs of any type will be paid to persons or entities expressing interest. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

This tender document is neither an offer letter nor a legal contract, but a request for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.

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## Section I - Important Instructions Regarding e-Tender

This is an e-procurement event of Reserve Bank of India, New Delhi. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for the opening of price bid.

1.	<p><b>Process of e-Tender:</b></p> <p><b>A) Registration:</b> The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The bidder should possess Class-III signing type digital certificate. Bidders have to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, NEW DELHI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE:</b> <b>THE TECHNO-COMMERCIAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a></b></p> <p>1). Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt.Depts → RBI → Register as Vendor → Filling up details and creating own User ID and password → Submit.</p> <p>2). Bidders will receive a system generated mail confirming their registration at their email address which they had provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, NEW DELHI (well before the last date and time of e- tender submission).</p> <p><b>B) System Requirements:</b> For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a></p> <p><b>C) MSTC Helpdesk Details (<a href="https://mstcecommerce.com/helpdesk_mstc.html">https://mstcecommerce.com/helpdesk_mstc.html</a>):</b> Centralized Help desk: 07969066600; Email: <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a></p> <p>NRO Help Desk, Phone Number: 011-23212357, 011-23215163, 011-23217850 Email: <a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></p> <p><b>D) Contact Person (RBI New Delhi):</b></p> <p>1. Shri Bhanu Pratap Singh, AGM PHONE: 011-23452156 e-Mail: <a href="mailto:bhanupratapsingh@rbi.org.in">bhanupratapsingh@rbi.org.in</a></p> <p>2. Shri Ankit Bhardwaj, Manager PHONE: 011-23452514 e-Mail: <a href="mailto:ankitbhardwaj@rbi.org.in">ankitbhardwaj@rbi.org.in</a></p>
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2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be acceptable by the Bank. Such bidder(s) will be intimated about the date of opening of Part II Price Bid, through valid email confirmed by them.</p> <p>(C) Correspondence with the bidders shall be via post/email. Thus, the bidders shall ensure correct details for such correspondence is provided.</p>
3.	<p>All entries in the tender should be entered in online Techno-Commercial and Price Bid formats without any ambiguity.</p>
4.	<p>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 any changes in it. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto-authorized and 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.</p> <p><b>NOTE:</b> 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.</p>
5.	<p><b>Bidding:</b> The process involves Electronic Bidding for submission of Techno-commercial &amp; Price Bid without any ambiguity. The vendor(s) need to submit necessary EMD and Transaction fees (If any) to be eligible to bid in the e-tender. The vendor(s) who have submitted transaction fee, can only submit their Techno-commercial Bid and Price Bid through MSTC portal <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> → eProcurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event. Service Provider/Contractor/Vendor should allow running JAVA application. This exercise requires to be done immediately after opening of Bid floor. Then vendor (s) would need to fill up Common terms/Commercial specification and save the same. Subsequently they would need to click on the Techno-commercial bid. If this application is not allowed to run, then Service Provider/Contractor/Vendor will not be able to save/submit the Techno-commercial bid. After filling the Techno-commercial Bid, vendor should click ‘save’ for recording their Techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same must be filled up and then vendor should click on “save” to record their financial bid. Upon submission of both the Techno-commercial bid &amp; Price bid successfully, the Service Provider/Contractor/Vendor can click on the “Final submission” button to register their bid. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded. In case of any ambiguity in the above process, the vendor/bidder may contact the MSTC Helpdesk. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p><b>Note:</b></p> <p>1. During the entire e-tender process, the bidders will remain completely anonymous</p>

	<p>to one another and also to everybody else.</p> <p>2. The e-tender floor shall remain open from the pre-announced date &amp; time and for the duration as mentioned above.</p> <p>3. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer (Bank) will form a binding contract between the Buyer (Bank) and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter, the Vendor.</p> <p>4. It is mandatory that all bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>5. Bank 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.</p> <p>6. No deviation from the terms and conditions of the tender document may be acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p>
6.	All notices and correspondence to the bidder(s) shall be sent only by email during the process till finalization of tender by the Bank as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website. Please see website <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	The documents uploaded by bidder(s) will be scrutinized. In case any information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

## Section II - Form of Tender

Place \_\_\_\_\_

Date \_\_\_\_\_

The Regional Director,  
Information Technology Cell,  
Reserve Bank of India  
New Delhi – 110 001

Dear Sir,

Having examined the specifications and the list of IT assets 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 quoted rates and in accordance and 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, list of IT assets and conditions of contract and for/ with such IT Assets as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

### **MEMORANDUM**

(a)	Description of works	<b>Annual Maintenance Contract (AMC) &amp; Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi</b>
(b)	Estimated cost of work	<b>₹33.00 Lakh (for 1 year) inclusive of taxes</b>
(c)	Earnest Money Deposit (EMD)	<b>₹66,000/- (Rupees Sixty-Six Thousand only)</b>  The bidder may submit the EMD in the form of Account Payee Demand Draft, Banker's Cheque, or NEFT payment online in an acceptable form. The details of the various modes of payment of EMD are given in <a href="#">Section-XI</a> . The bidders are also allowed to deposit EMD in the form of a Bank Guarantee in lieu of demand draft. Details of Proforma of Bank Guarantee in lieu of Earnest Money Deposit is given in <a href="#">Section-XII</a> . The EMD shall not be accepted in any form other than the ones mentioned in the tender notice. (Please mention EMD Deposit details while applying in the given format <a href="#">Annex- VII</a> )

(d)	Contract Period	<b>Initially from April 01, 2025 to March 31, 2026</b> (extendable annually maximum up to two more years (one year at a time) provided the services rendered by the vendor are found to be satisfactory by the Bank and on same terms and conditions as on mutual consent)
(e)	Performance Bank Guarantee	<b>5% of Contract Value (excluding tax); To be submitted within 14 days of award of contract.</b>

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable, or if in default thereof, to pay to the Bank the amount mentioned in the said conditions (which may include, but not be limited to, forfeiture of our EMD).

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 (PRICE BID)** of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Performance Bank Guarantee valid for the entire period of the contract plus two months.

4. I/We understand that the Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason thereof.

5. The Tender is in two parts, Part I contains all techno-commercial terms and conditions and Part II contains only the price bid in the Bank's proforma.

6. Our bankers are (full address):

(i)	
(ii)	

Name of the Director of the Bidder authorized to sign / Name of person having Power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached) with establishment's Seal	
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## Section III- Eligibility Criteria

### Eligibility Conditions

#### A. Techno-Commercial (Part-I)

1. The bidder should be a Company / LLP /Partnership Firm registered under the relevant Statutory Act and should be engaged in the business of solutions for AMC & FMS of IT Assets.
2. **Minimum value of each completed work:**

The Bidder should have experience of having satisfactorily completed similar works (i.e. AMC / FMS of computer hardware, software and peripherals) during last **5 years** (from Jan 2020 onwards) in either of the following ways-

  - a. Three (03) similar completed works each costing not less than the amount equal to ₹13.20 Lakh (40% of the estimated value of tender) OR
  - b. Two (02) similar completed works each costing not less than the amount equal to ₹16.50 Lakh (50% of the estimated value of tender) OR
  - c. One (01) similar completed work costing not less than the amount equal to ₹26.40 Lakh (80% of the estimated value of tender).

The details should be furnished in the [Annex – V](#) with copy of completion certificates or Work Orders.

Note: a. The cut-off date for acceptance of completed works under this criterion shall be on last day previous to the month in which tenders are invited.

b. The decision of Reserve Bank of India, New Delhi on whether the past work experience of the tenderer qualifies as similar work or not as necessitated under the Eligibility Criteria given in the tender document shall be final and binding on all the tenderers.

3. The Bidder should have provided AMC & FMS of IT Assets to at least one Financial Institution/Banks/Government Sector/PSUs during the last 03 years i.e. from Jan 2022 onwards. The details should be given in the [Annex-V](#) with a copy of completion certificates/Work Orders.
4. Minimum Annual turnover from AMC/FMS services of ₹1.65 Crore (with net profit) during each of the last 3 previous Financial Years viz 2021-22, 2022-23 and 2023-24 supported by audited or certified statement of accounts. Revenue/turnover from AMC/FMS business should clearly be mentioned in the financial statements or should be submitted on bidder's letterhead with attestation of Chartered Accountant.

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 financial years.
5. The bidder should have applicable tax registrations (PAN, TIN, GST etc.).
6. The bidder should have adequate technical staff in Delhi/NCR having expertise

in AMC and FMS and required certifications for dealing with maintenance of IT assets (Bidder should submit undertaking mentioned in [Annex-III](#)).

7. The bidder should have an office and Service Centre in Delhi/ NCR duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime for the said IT Assets as mentioned in [Section VIII](#). Details of Service Centres should be indicated in [Annex-IV](#). The Bank reserves the right to inspect the service centre and satisfy itself about the quality and reliability of service that can be rendered by the Bidder.
8. The bidder should have OEM (Original Equipment Manufacturer) certification or Authorization or Service provider certificate for the OEMs of Bank's IT assets i.e. HP, Dell, Lenovo, any other similar brand etc. (Copy of documentary evidence to be attached).
9. Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority at Government of India level. Undertaking/Declaration/Certificate regarding bidders belonging to countries sharing land border with India should be submitted as per [Annexure VIII](#).
10. The bidder should not have been debarred for conviction of an offence under the Prevention of Corruption Act, 1988 or 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 in the last 03 years. The period of 03 years would be considered from the date of such debarment. Also, the Bidder should not have any Insolvency case pending against it.
11. **ISO Certification:** The bidder should have a valid ISO 20000-certification (Accreditation for IT Service Management).
12. A bidder shall not have conflict of interest with other bidders. Bidder should submit an undertaking mentioned in [Annex VIII\(A\)](#).

(Documentary evidence of the information in respect of Points 01 to 12 above is required to be submitted along with Tender (Part- I)).

**Tender Documents:** Techno-Commercial Bid (Part-I) will contain the following information/ documents without any information on price for the proposed work. All bid documents should be printed on the establishment's letter head, wherever possible.

- (i) [Section-II](#) – Form of Tender
- (ii) [Section-III\(A\)](#) – Articles of Agreement
- (iii) [Section-IV](#) - General Instructions to Bidders/Vendor and Special Conditions of Contract
- (iv) [Section-V](#)- The Conditions of Contract
- (v) [Section-VII](#) – Detailed Scope of Work
- (vi) Power of Attorney/Authorisation (with the establishment seal), signed by the

competent authority, in the name of the person signing the tender documents.

- (vii) Bidder Profile ([Annex I](#))
- (viii) Compliance Matrix ([Annex II](#))
- (ix) Undertaking for Deployment of Qualified Service Engineers ([Annex III](#))
- (x) Details of Service Centres in Delhi/NCR ([Annex IV](#))
- (xi) Details of AMC & FMS Work Orders ([Annex V](#))
- (xii) Format of Undertaking/Certificate of Indemnity ([Annex VI](#))
- (xiii) Transaction Details for EMD ([Annex VII](#))
- (xiv) Undertaking/Declaration/Certificate regarding Bidders belonging to countries sharing land border with India ([Annex VIII](#))
- (xv) Undertaking for Conflict of Interest – [Annex VIII\(A\)](#)
- (xvi) Any other undertaking(s) as mentioned in the tender document.

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 the Compliance Matrix at [Annex II](#).

No deviation will be allowed in the Price Bid (Part-II), which is meant only for the quotation of offer price/rate. The format of Price Bid (Part-II) is given in [Annexure IX](#) for information. Please note that Financial/Price Bid (Part-II) is to be filled online only in the prescribed format available on MSTC portal.

## **B. Price Bids (Part-II)**

1. The prices are to be quoted in three parts ([Annex IX](#)). One for assets under AMC only. It shall be a value based on quoted percentage (upto two decimal places) to the total value of IT Assets under AMC (per annum) as per [Section VIII](#). The second and third part shall consist of cost of 01 Highly Skilled and 05 Skilled Resident Engineers (REs) respectively who shall be posted at Reserve Bank of India, 6, Parliament Street, New Delhi 110001, to provide AMC & FMS support in respect of all the IT assets (including assets under Warranty) installed at various locations as provided in [Section IX](#). The grand total of the three shall be the total tender cost for evaluation.

2. 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 ‘CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS’ – Area A** under the following categories:

- 1. Highly Skilled for 1 RE (Team Lead).**
- 2. Skilled/Clerical for other 5 REs.**

The price bid for FMS Cost of 06 Resident Engineers shall not be less than the sum total of Central Minimum Wages for the above-mentioned category (applicable as on date of publishing of tender document)) for 1 no. of Highly Skilled and 5 nos. of Skilled/Clerical

category of workers, for one year, plus all applicable taxes. The total number of days shall be taken as 365 for the purpose of calculation of the annual wage.

3. Further, if applicable, it should take into account the requirements of other labour laws viz. PF/ ESI, etc. also. The bids quoting the cost of Resident Engineers which are less than the minimum wages plus applicable taxes, and PF/ ESI (if applicable), etc. requirements, as stated above shall be rejected. It shall be applicable during the contract period and the renewal period, if any, subject to providing satisfactory services on year-to-year basis. Annual increment on the rates decided shall be based on the indexation formula as given in Section X. Each Vendor can submit only one bid.

4. Price Bid should not contain any conditions and should **NOT** be uploaded as part of the Part I (Techo-Commercial bids) documents. **The bidder should quote their rates considering all the terms and conditions and scope of work as mentioned in the tender document.**



## Section III(A) – Evaluation of Bids

### A. Technical Bid

- i. The technical bid (Part I) will be opened first and evaluated to determine responsiveness and completeness to the eligibility criteria. Any clarification / rectification in case of deviations, in the technical bids at this stage, will be called for in writing or by email. Failure to submit the same within the specified time limit may result in rejection of the bid.
- ii. The Technical Committee formed by the Bank for the evaluation of the bids/proposals will consider the eligibility criteria stipulated in the tender. Part II -Price Bid of only those tenderers, who are found to be satisfying the eligibility criteria, will be considered for opening.
- iii. If the performance of the tenderer is / has been found to be unsatisfactory for any reasons, whatsoever, in any organization including the Bank, then the Bank reserves the right to reject the bid submitted by such tenderer.
- iv. The Bank may obtain reports on past performance of the tenderer from their clients. The Bank may evaluate the said reports before opening of the Part II of the tender. The Bank may also conduct visit to the service set-up/repair centre of the tenderer, located in Delhi/NCR to ascertain the whereabouts of the said establishment. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance/ service reports received from his clients are found unsatisfactory, the Bank reserves the right to reject his/her offer even after opening of Part I of the tender. The Bank is not bound to assign any reason for doing so. After the technical evaluation has been completed, the price bids of only technically qualified tenderers will then be opened for the purpose of price evaluation.

### B. Evaluation of Price Bid

- i. The prices are to be quoted in three parts ([Annex IX](#)). One for assets under AMC only. It shall be a value based on quoted percentage (upto two decimal places) to the total value of IT Assets under AMC (per annum) as per [Section VIII](#). The second and third part shall consist of cost of 01 Highly Skilled and 05 Skilled Resident Engineers (REs) respectively who shall be posted at Reserve Bank of India, 6, Parliament Street, New Delhi 110001, to provide AMC & FMS support in respect of all the IT assets (including assets under Warranty) installed at various locations as provided in [Section IX](#). The grand total of the three shall be the total tender cost for evaluation. **The bidder who quotes the lowest total cost towards providing the AMC and FMS shall be considered as the L1 bidder and may be awarded the tender.**
- ii. 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 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS' – Area A** under the following categories:
  1. **Highly Skilled for 1 RE (Team Lead).**
  2. **Skilled/Clerical for other 5 REs.**
- iii. The price bid for FMS Cost of 06 Resident Engineers shall not be less than the sum total

of Central Minimum Wages for the above-mentioned category (applicable as on date of publishing of tender document)) for 1 no. of Highly Skilled and 5 nos. of Skilled/Clerical category of workers, for one year, plus all applicable taxes. The total number of days shall be taken as 365 for the purpose of calculation of the annual wage.

- iv. Further, if applicable, it should consider the requirements of other labour laws viz. PF/ ESI, etc. also. The bids quoting the cost of Resident Engineers which are less than the minimum wages plus applicable taxes, and PF/ ESI (if applicable), etc. requirements, as stated above shall be rejected. It shall be applicable during the contract period and the renewal period, if any, subject to providing satisfactory services on year to year basis. Annual increment on the rates decided shall be based on the indexation formula as given in Section X. Each Vendor can submit only one bid.
- v. The rates quoted should be **inclusive of all costs** and should be **inclusive of all applicable taxes**.

### **Section III(B)- Articles of Agreement**

1. In considerations of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Vendor shall upon and subject to the said Conditions execute the contract as described in the said Specifications and the List of IT Assets.
2. The Bank shall pay the Vendor, the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The Bank will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The specifications, agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entirety of the AMC & FMS for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi, to be paid for according to specified terms & conditions at the rate contained in the schedule of rates and probable quantities or as provided in the said Conditions.
7. The Vendor shall afford every reasonable facility for the carrying out of all works relating to “AMC & FMS for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi” and other ancillary works in the manner laid down in the said Conditions.
8. The Bank reserves to itself the right of altering the requirements of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Vendor hereby agrees to commence the work w.e.f. April 01, 2025. The contract shall be in force for the period from April 01, 2025 to March 31, 2026 and shall cover all those items as specified in the [Section VIII](#) to this agreement. All the terms and conditions mentioned in the Tender Notice will form part and parcel of this agreement. The contract is extendable annually up to a maximum of two more years (One year at a time) provided the services rendered by the vendor are found to be satisfactory and on the same terms and conditions as on mutual consent. In case the performance of the vendor is found to be unsatisfactory, the contract may not be extended.
10. All payments by the Bank under this Contract will be made only at New Delhi. The charges after deducting penalty and TDS/GST as applicable, if any, will be paid

quarterly after the end of each Quarter. Taxes shall be paid as applicable. Taxes shall be clearly shown in invoices raised. No advance payment will be released against the service order. The vendor shall submit tax invoices for payment of quarterly maintenance charges to the Bank. The consolidated complaint reports furnishing the details of department-wise breakdown, calls lodged/attended must be maintained. The Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment. The Bank may ask for any other document, as it may deem fit, for the release of the payment.

#### **11. TERMINATION OF AGREEMENT**

The vendor may terminate the agreement prior to expiry of contract period by giving three months written notice. Without prejudice to any other provision contained within these Terms and Conditions or of Agreement, the Bank may terminate the Agreement by 30 days' notice in writing in any of the following events:

- (i) The Vendor commits a material breach of the Agreement which it is incapable of remedying, or
- (ii) The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Bank specifying the event of default and requiring its remedy.
- (iii) Any termination of this Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Bank or the Vendor arising out of the Agreement.

12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and Courts in Delhi shall only have the jurisdiction to determine the same.

13. That all parts of this Contract have been read by the Vendor and fully understood by the Vendor. The Vendor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank.

14. **Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013:** The vendor 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 filed before the Internal Complaints Committee constituted by the Contractor and the Contractor Agency shall ensure appropriate action under the said Act in respect of the complaints.
- b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
  - c) The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.
  - d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
  - e) The vendor shall provide a complete and updated list of its employees who are

deployed within the Bank’s premises.

15. **Force Majeure:**

a) If at any time during the continuance of this agreement, the performance in whole or part, is delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, natural calamities, strikes, lock-outs or acts of god (hereinafter referred to as Event), provided notice of happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract. The Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist; provided further that if the performance in whole or part of an obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may exercise its option to terminate the contract.

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

16. **LIABILITIES & INDEMNITIES:** The vendor represents and warrants that the repair and maintenance of service/products do not violate or infringe upon any patent, copyright, trade secret or other property right of any other entity. The vendor agrees to indemnify the Bank in respect of any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

17. The Vendor shall abide by and fulfill all statutory requirements laid down under the Labour laws.

**Place**

**Signature of Vendor (with seal)**

**Date**

**Name & address of the Vendor**

## **Section IV - General Instructions to Bidders/Vendor and Special Conditions of Contract**

### **1. Issue and Submission of Tender:**

Participation in this tender will be allowed to all bidders in Public who fulfill all Techno-Commercial requirements as specified by the Bank in [Section VII](#) (Detailed scope of work) in respect of the e-tender for “**Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi**”.

(a) The tenderers are advised to submit their bids strictly based on the General Conditions of the Contract and detailed scope of works as specified in the tender documents, and not to stipulate any deviation. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Bids containing deviations from the terms and conditions mentioned in the tender is liable to be rejected.

(b) All information, correspondence and letters shall be sent via email to [ditnewdelhi@rbi.org.in](mailto:ditnewdelhi@rbi.org.in) or addressed to The Regional Director, Information Technology Cell, Reserve Bank of India, 3<sup>rd</sup> Floor, 6, Parliament Street, New Delhi 110001.

### **2. Part II – Price:**

(a) This part shall contain prices in Indian Rupees only and shall be opened through online mode only after due fulfilment of condition as per Part-I of the tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.

(b) Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions will be entertained.

(c) The rates quoted shall be based on the Part-II of tender for the first year of the contract and for subsequent years, shall be firm and binding subject to indexation as per [Section X](#) of the terms & conditions.

(d) For any item (AMC/FMS Cost) in the price bid, if the rate quoted and the corresponding amount do not match, then the lower of the two (i.e. amount computed by using the rate quoted or the actual amount quoted in the price bid) shall be taken as the amount for computing the final bid amount and the subsequent contract, if any.

**3. The Payment towards Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi** shall be made on quarterly basis (after the end of the quarter) and on receipt of the tax invoice and statutory compliances (EPF,ESI,etc.), if applicable, along with Quarterly Preventive Maintenance Report and satisfactory report from Officials from IT Cell, RBI, New Delhi. If the vendor fails to perform the work as specified in the Contract, the Bank, at its discretion, will encash the Performance Bank Guarantee indicated in the tender and terminate the contract without assigning any reason and any further reference to the Vendor. Bank’s decision in this regard will be final and binding on the vendor and the vendor will not have any claim in this regard whatsoever it may be.

#### **4. Validity of Tender:**

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which may be further extended by mutual agreement in writing by the Bank and the Tenderer.

**5. The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer. The Bank reserves the right to reject any or all bids without assigning any reason thereof. No correspondence in this regard will be entertained.

The Bidder whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him/her through or in connection with his/her submission of tenders, even though the Bank may elect to modify/withdraw the tender.

#### **6. Earnest Money Deposit (EMD):**

a) Intending tenderers shall pay an Earnest Money Deposit (EMD) of **₹66,000/-** through any of the modes as mentioned in [Section-XI](#)

**b) The EMD shall not be accepted in any form other than the ones mentioned in the tender notice.**

c) Bidders are also advised to send scanned copy of EMD submitted in the form of Demand Draft/Banker's Cheque/Bank Guarantee through email to [ditnewdelhi@rbi.org.in](mailto:ditnewdelhi@rbi.org.in) before the last date/time of submission of Earnest Money Deposit. However, the receipt of such scanned copy, without the receipt of the actual financial instrument/amount before the last date/time of submission of Earnest Money Deposit, would not be considered as submission/realization of EMD.

d) EMD should also be submitted in the electronic format online (by scanning) while uploading the bid. However, for the purpose of realisation, the bidder should send the EMD in original to RBI, New Delhi through post or by hand so as to reach us before the last date/time of submission of Earnest Money Deposit.

e) The EMD furnished by the unsuccessful tenderers at the time of submission of tender will be returned to them post completion of the tender process.

f) The EMD of **₹66,000/-** paid by the successful tenderer shall be held by the Bank as Security Deposit for the execution and due fulfilment of the contract, till the prescribed Security Deposit / Performance Bank Guarantee is deposited by the vendor. No interest shall be paid on EMD or Security Deposit by the Bank.

g) Bids received without EMD by the last date/time of submission of Earnest Money Deposit would be considered as unresponsive and rejected.

h) In case any information furnished by the bidder is found to be false during scrutiny, EMD of such defaulting bidder(s) may be forfeited.

#### **7. Signing of Contract**

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

(b) The Tenderer shall go through the terms and conditions given in the general

conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the specified terms and conditions may be acceptable. The Vendor shall acquaint himself/themselves with the tender documents, the general conditions of contract, Technical specifications, etc.

(c) On receipt of intimation from the Bank of the acceptance of the tender, the successful tenderer shall be bound to sign the Contract and within **Seven days (7 Days)** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions.

(d) All costs pertaining to the signing of the contract shall be borne by the vendor.

**8.** All compensation or other sums of money payable by the Vendor to the Bank under the terms of this Contract may be deducted by the Bank from the **Earnest Money Deposit/Security Deposit**, if the amount so permits and the vendor shall, unless such deposit has become otherwise payable, within **ten days** after such deduction make good the amount so deducted.

**9.** The Vendor shall not assign the Contract. He shall not subcontract any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may cause the HoD, IT Cell, Reserve Bank of India, New Delhi or any other representatives nominated by the Bank, to serve a notice in writing on the Vendor, rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank without prejudice to the other remedies against the Vendor.

**10.** The Vendor shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank.

**11.** The list of IT Assets containing Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) by the Vendor is given in [Section VIII](#). The list is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tenderer should quote separately total Cost of Resident Engineers for FMS and AMC cost in Percentage (upto two decimal places) as well as in absolute terms for the total value of assets under AMC. Both the items should be added in order to show the aggregate value of the entire tender.

**12.** The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

**13.** The rates quoted should be **inclusive of all costs** and should be **inclusive of all applicable taxes**.

**14.** The rates shall also be firm and shall not be subject to variations, labor conditions, or any other conditions whatsoever. Tenderers must quote their rates inclusive of all taxes. No claim in respect of Goods & services Tax (GST) or any other tax, duty or levy whether existing or future shall be entertained by the Bank separately.



**15.** The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Vendor fails to execute the work during the specified period, he shall be liable to pay compensation as defined in the Conditions of Contract.

**16.** The Vendor shall not be entitled to any compensation for any loss suffered by him on account of executing the work, whatever the cause may be, including those arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or in awarding contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not bear liability for any sum besides the tender amount, subject to such variations as are provided for herein.

**17.** The successful tenderer is bound to carry out any items of work necessary for carrying out the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank.

**18.** The successful tenderer must co-operate with the other Contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

**19.** The Vendor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account may be permitted.

**20.** The successful tenderer should make his /her own arrangement to obtain all IT Assets required for the execution of work.

**21.** The Vendor shall strictly comply with the generally required provisions of safety related to AMC and FMS of IT assets.

**22.** The security deposit of the successful tenderer will be forfeited, if he/she fails to comply with any of the conditions of the tender/contract.

**23.** If the Vendor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he/she shall, in good time, before submitting his/her tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing **before submitting his/her tender**. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification.

**24.** The Bank reserves the right to sub-divide the work mentioned in the tender, amongst two or more tenderers at its own discretion and vendors will have to execute orders for part of the items placed with them at the quoted rates for various items. The Bank also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the vendor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item

must be self-supporting and relevant.

**25. Errors, Omission and Descriptions:**

In case of errors, omissions and/or disagreements, the following order of preferences shall apply:

- (i) Between the written description of the item in the specifications and the detailed descriptions of the same item, the latter shall be adopted.
- (ii) In case of difference between the rates written in figures and words, the amount in words shall govern.
- (iii) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

**26.** In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the HoD, IT Cell, Reserve Bank of India, New Delhi, and the elucidation, elaboration or decision made by him/her or any Bank official authorized by him/her, shall be considered as final.

**27. Labour License from CLC: -**

The Vendor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act 1970 and the rules framed in the act, as applicable.

**28. Adherence to IS Policy of the Bank: -**

The Vendor shall abide by and fulfil all requirements laid down under the IS Policy of the Bank.

**29. Non-Disclosure:**

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

**30. Prohibited Practices**

- i. A bidder shall be debarred if he has been convicted of an offence under the

Prevention of Corruption Act, 1988 or 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 in the last 03 years.

ii. The Bank requires that tenderers/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

(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:

- i. "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- iv. "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. "Conflict of interest": A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - they have controlling partner (s) in common; or
  - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - they have the same legal representative/agent for purposes of this bid; or
  - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
  - In cases of agents quoting in offshore procurements on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal.
  - a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - In case of a holding company having more than one independently

manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business; and

- vi. "Obstructive practice": materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;

(c) may declare a tenderer ineligible, either indefinitely or for a stated period, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderer and special conditions.

**Place**

**Signature of Vendor (with seal)**

**Date**

**Name & address of the Vendor**

## Section V - The Conditions Referred to Herein

### 1. Interpretation of Clause:

In construing these conditions, the Specifications, List of IT assets and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

(a)	Bank:	Shall mean The Reserve Bank of India, New Delhi and shall include its assignees and successors.
(b)	Vendor:	Vendor shall mean _____ a _____ Vendor incorporated under _____ and having its registered office at _____ and shall include its assignees and successors.
(c)	Site:	Shall mean the site of the contract <b>at Reserve Bank of India, 6, Parliament Street, New Delhi</b> and includes the properties given in <a href="#">Section IX</a> .
(d)	This Contract:	Shall mean the Articles of Agreement, the Special Conditions, the other Conditions, the Appendix, the List of IT assets and Specification and Detailed scope of work attached hereto and duly signed and other letters or communications
(e)	Notice in writing:	Written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post or email to the last known private or business / email address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
(f)	Act of Insolvency:	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or the Insolvency & Bankruptcy Code 2016 or any Act amending such original.
(g)	Net Prices:	If in arriving at the contract amount the Vendor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage (upto two decimal places) or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage(upto two decimal places) or proportionate sum, provided always that in determining the percentage (upto two decimal places) or proportion of the sum so added or deducted by the vendor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(g)	Works:	<b>“Annual Maintenance Contract (AMC) &amp; Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New</b>

		<b>Delhi” which</b> includes the properties given in <a href="#">Section IX</a> as provided herein.
(h)	The HoD, IT Cell, Reserve Bank of India, New Delhi	<b>The HoD, IT Cell, Reserve Bank of India, New Delhi OR in his/her absence for any reason whatsoever, any officer authorized by the Regional Director, Reserve Bank of India, New Delhi.</b>

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

## 2. **Scope of Contract:**

The Vendor shall carry out the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time-to-time issue further written instructions, detailed directions and explanations which are hereafter collectively referred to as “Bank’s Instructions” in regard to:

- (a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the list of assets under AMC & FMS and/or Quantities and/or specification.
- (c) The removal from the site of any IT assets brought thereon by the vendor and the substitution of any other IT assets therefor.
- (d) The removal and/or re-execution of any works executed by the vendor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The disassembly for inspection of any work executed.
- (g) The amending and making good of any defects under clause thereof.

3. The Vendor shall forthwith comply with and duly execute any work under Banks’ instructions as above, provided always that verbal instructions, directions and explanations given to the vendor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the vendor within seven days, and if not dispensed from in writing within a further seven days by the Bank, such shall be deemed to be Bank’s Instructions within the scope of the Contract.

4. The Vendor shall indemnify (with unlimited liability) the Bank against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

### 5. **Vendors’ superintendence and representative on the works:**

The Vendor shall give all necessary personal superintendence during the execution of the contract. The Vendor shall also engage/employ competent, qualified and experienced Engineers who shall be constantly in attendance at the works. Any directions, explanations, instructions or notices given by the Bank to such representatives shall be deemed as given to the Vendor.

### 6. **Dismissal of Workmen:**

The Vendor shall on instructions of the Bank immediately dismiss from the contract any person employed thereon by him who may, in the opinion of the Bank, be incompetent or may have indulged in misconduct and such persons shall not be again employed on the contract without the permission of the Bank.

7. **Access to works:**

The Bank, and its respective representatives shall at all reasonable times have free access to the Contract place and/or to the Service Centres, workshops, factories or other places where IT assets are lying or from which they are being obtained and the Vendor shall give every facility to the Bank and its representatives necessary for inspections and examination and test of the IT assets and workmanship.

8. **Power of officials from IT Cell, RBI, New Delhi to give notice**

Officials from IT Cell, RBI, New Delhi or any other representative of the Bank shall have power to give notice to the Vendor or to his representative for the non-approval of any work or IT assets and such work shall be suspended or the use of such IT assets shall be discontinued until the decision of the Bank obtained. The work will from time to time be examined by the Bank through the Officials from IT Cell, RBI, New Delhi but such examination shall not in any way exonerate the Vendor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause, the Vendor shall take instructions only from the Bank.

9. **Assignment and Sub - Contract**

The whole of the works included in the contract shall be executed by the vendor and the vendor shall not sub-contract or assign the contract or any part/share thereof or any interest therein without the prior written consent of the Bank, and no undertaking shall relieve the Vendor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

10. **List of IT Assets under AMC & FMS:**

The list of IT Assets under AMC & FMS is given in [Section VIII](#). Any error in description or in quantity or in omission of items from the list shall not vitiate this contract but shall be rectified and the value thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) on pro-rata basis, with the prior approval of the Bank.

11. **Prices for extras, etc. ascertainment of:**

No claim for any extra item of work shall be allowed unless it shall have been executed under provisions of this **contract** or under order of the Bank. Any such extra item of work is herein referred to as authorized extra and shall be in accordance with the following provisions.

- (a) The net rates in the original tender shall determine the valuation of the addition or deletion of IT assets under AMC. The values of the contract shall be adjusted accordingly on pro-rata basis, with the prior approval of the Bank.
- (b) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions/ deletions vary the

conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank, the AMC amount involves loss or expense beyond that reasonably contemplated by the Vendor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances it shall deem reasonable and proper.

- (c) Where extra work cannot be properly measured or valued, the Vendor shall be allowed compensation in accordance with the CLC minimum wages for highly skilled/skilled workers in Delhi (as the case may be), provided that the same has been verified by the Bank or its representative at or before the end of the week following that in which the work has been executed.

12. **Defects after virtual completion:**

Any defect, or other faults which may appear within the "Maintenance/ Defects Liability Period" stated in the Appendix [\(Section VI\)](#) hereto, arising in the opinion of the Official from IT Cell, RBI, New Delhi from IT Assets or workmanship not in accordance with the contract, shall upon the directions in writing of the Official of IT Cell, RBI, New Delhi, and within such reasonable times as shall be specified therein, be amended and made good by the Vendor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Vendor and such damage, loss, expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Official from IT Cell, RBI, New Delhi giving Certificate in writing, from any money due or may become due to the Vendor or from the Bank Guarantee as provided by the Vendor under the contract. The Bank may in lieu of such amending and making good by the Vendor deduct from any money due to the Vendor, a sum, to be determined by the HoD IT Cell, RBI, New Delhi equivalent to the cost of amending such work and in the event of the amount available for recovery being insufficient, recover the balance from the Vendor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or IT Asset supplied by any sub-vendor employed on the works who has been nominated or approved by the Bank, the vendor shall be liable to make good in the same manner as if such work had been done by the vendor and been subject to the provisions of this contract. The vendor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.

13. **Insurance in respect of damages to persons and property:**

(a) The Vendor shall be responsible for all injury or damage to persons, animals or thing and for all damage to property which may arise from any factor omission on the part of the vendor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall also cover inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage caused to the building and other structures and works forming the subject matter of this contract. The Vendor shall indemnify and keep indemnified the Bank and hold it harmless in respect of all and any loss and expenses arising from any such injury or



damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Vendor shall, at his own expense, effect and maintain, with a reputed insurance company, a **Public Liability Policy** for Insurance for the full amount of the contract to cover the third-party damages that may occur by the vendor or its representatives in respect of the fulfillment of the contract, before commencing the works. The Vendor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which may arise in respect of the contract or in consequence thereof. The minimum limit of the coverage under the policy shall be **₹2 Lakh** per person for any one accident or occurrence and **₹5 Lakh** in respect of damage to property for any one accident or occurrence.

(b) The Contractor shall also take a **Workmen's Compensation Insurance** as required by law and undertake to indemnify and keep RBI indemnified from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that RBI may suffer or incur with respect to and/or incidental to the same. The Vendor shall also indemnify the Bank against all claims which may be made upon the Bank, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Vendor or Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract with an Insurance company a policy of Insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

(c) In default of the Vendor insuring as provided above, the Bank may so insure and may deduct the premiums paid from any money due or which may become due to the Vendor.

(d) The Vendor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other liabilities arising out of damages to any person, animal or property or out of defective carrying out of this contract, whatever may be the reasons due to which the damage shall have been caused.

(e) The Vendor shall also indemnify and keep indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.

(f) Without prejudice to the other rights of the Bank against the Vendor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Vendor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the Vendor under this clause. The Vendor shall, irrespective of settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money

received from the insurer in respect of such damage shall be paid to the Vendor and the Vendor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the IT Assets or goods destroyed or damaged.

(g) Without prejudice to his liability under this clause, the Vendor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Bank such policies. The Vendor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Vendor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

(h) All insurance policies mentioned above (Public Liability and Workmen's Compensation) submitted by the vendor shall reflect the name of Reserve Bank of India, New Delhi and the name of the work for which the said insurance policies have been taken.

14. **Date of commencement and completion:**

The Vendor shall be allowed admittance to the site on the "Date of Commencement" stated in the **Appendix hereto** ([Section VI](#)), or such later date as may be specified by the Bank and he shall, thereupon and forthwith, begin the work and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

15. **Damage for non-completion:**

If the Vendor fails to complete the contract up to date stated in the Appendix or within any extended time under the contract and the the Bank certifies in writing that in its opinion the same ought reasonably to have been completed the Vendor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said contract so remain incomplete and the Bank may deduct such damages from any money due to the Vendor.

16. **Delay and Extension of Time:**

If in the opinion of the Bank, the execution of any work under the contract is delayed:

(a) by force majeure or

(b) by reason of any exceptionally inclement weather or

(c) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the IT Services or

(d) in consequence of the Vendor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or

(e) from other causes which the Bank may certify as beyond the control of Vendor,

In such cases, the Vendor shall immediately give written notice thereof to the Bank but the Vendor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

If the Vendor needs an extension of time for the completion of any work under the purview of this contract, the Vendor shall apply to the Bank for extension of time in writing at least **7 days before** the expiry of the scheduled time and while applying for extension of time Vendor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Bank (on receipt of the application from the Vendor or even in absence of any such application) will qualify for exemption of imposition of penalty/ liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Bank, the provision of penalty/ liquidated damages as stated in the contract will become applicable.

The delay for completion of work for any reason will not entail any right to the Vendor to claim any revision of rates or any extra compensation for any reason.

17. **Failure by Vendor to comply with instructions of the Bank:**

If the Vendor after receipt of written notice from the Bank requiring compliance within seven days fails to comply with such further specifications and instructions mentioned therein, the Bank may employ and pay other persons to execute any such work whatsoever, that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Vendor by the Bank as a debit or may be deducted by him from any money due to the Vendor.

18. **Settlement of Disputes by Arbitration:**

When a dispute/difference arises, both the Bank and Vendor shall first try to resolve it amicably by mutual discussion, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate/ engage in amicable discussions. The Bank may constitute an internal Dispute Resolution Committee (DRC), comprising of minimum three members with at least one senior officer of the Bank not connected with the project/procurement, for the purpose of resolution of dispute. If the parties fail to resolve the dispute within 30 days, then, depending on the position of the case, either the Bank or Vendor should give notice to the other party of its intention to commence arbitration. Following this, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement, and while appointing such arbitrator it shall be ensured that the person being so appointed is suitably qualified and eligible to adjudicate on such dispute. The arbitration proceedings shall take place at New Delhi only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The Bank and the Vendor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

19. **Bank entitled to recover compensations paid to workman:**

If, for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Vendor in execution of the works, the Bank shall be entitled to recover from the Vendor the amount of compensation so paid and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Bank by the Vendor under this Contract or otherwise. The Bank shall not be bound to contest any claim made

against it under the said Act, except on the written request of the vendor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

20. **Return of surplus IT Assets:**

Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any IT Asset for the execution of the Contract is procured with the assistance or by the Bank shall be returned to the Bank, before the expiry of the contract. In the event of breach of the aforesaid condition, the Vendor shall, in addition to being liable to action for contravention of the terms of contract or licenses or permit and/or criminal breach of trust, be liable to Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted by reason of such breach.

21. While taking up the work, the vendor shall ensure that least disturbance is caused to the employees of the Bank. The vendor may please note that the availability of space of work will depend upon different factors and they may not able to get all the areas at a stretch. The work has to be carried out in different areas according to the availability of area.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers.

**Place:**

**Signature of Tenderer (with seal)**

**Date:**

**Name and address of the Tenderer**

**Section VI - Appendix Hereinbefore Referred To**

<b>Sr. No.</b>	<b>Reference to Clauses of contract in Conditions hereinbefore referred to</b>	<b>Bank's Terms</b>
1.	Contract Period	<b>Initially from: April 01, 2025 to March 31, 2026 (extendable annually for a maximum of up to two more years (one year at a time) provided the services rendered by the vendor are found to be satisfactory by the Bank and on the same terms and conditions as on mutual consent)</b>
2.	Date of Commencement	<b>April 01, 2025</b>
3.	Date of Completion	<b>March 31, 2026</b>
4.	Maintenance/ Defects Liability Period:	<b>60 days from Date of Completion</b>
5.	Rate of Penalty	<b>₹300/- for PCs, Printers &amp; peripherals per day (Maximum ₹ 3000/- per complaint), ₹500/- for Laptops/ Notebooks per day (Maximum ₹ 5000/- per complaint), ₹2000/- for Servers per day (Maximum ₹ 10,000/- per complaint) ₹1000/- per day for absence of one Resident Engineer.</b>
6.	EMD	<b>₹66,000/-</b>
7.	Security Deposit/Performance Bank Guarantee	<b>5% of Contract Value (excluding tax)</b>
8.	Period of honoring Certificates of Payments	<b>AMC &amp; FMS Charges: Quarterly Basis (within 45 days of the receipt of Bill)</b>
10.	Release of Performance Bank Guarantee, if any.	<b>On completion of Maintenance or defects liability period.</b>
11.	Liquidated Damages	<b>All actual costs incurred by the Bank to get the work completed by third party, if the work is left incomplete by the Vendor.</b>

## Section VII - Detailed Scope of Works

The scope of coverage of the AMC & FMS is for the computer hardware, software and peripherals for all the items listed in [Section VIII](#). Technical support for softwares listed in [Section VIII](#) must also be provided.

### Detailed Scope of Work

1. The scope of coverage of the AMC & FMS is for the computer hardware, software and peripherals for all the items listed in [Section VIII](#) and deployed at the locations/ properties of the Bank as specified in [Section IX](#). Technical support for softwares listed in [Section VIII](#) must also be provided. In the event of addition of items under the scope of the AMC & FMS, the maintenance will be carried out by the Vendor for which the Vendor shall be eligible for consideration on a pro-rata basis. In the event of weeding out of older machines in the office, the same shall be removed from the contract and the rates shall be reduced accordingly on a pro-rata basis. The prices quoted are inclusive of all costs as specified in the scope of work below and are inclusive of all due taxes.
2. The Bank has a heterogeneous (make/model) set of Servers, Computers, Laptops, iPads, Printers, Scanners, etc. as listed in [Section VIII](#) (the IT Assets) deployed at various locations/ properties of the Bank in Delhi/NCR as per [Section IX](#). The Bank reserves the right to add or withdraw the IT Assets as given in [Section VIII](#) and also to include or remove the location as given in [Section IX](#). These IT assets shall be covered under comprehensive AMC & FMS contract. The AMC shall include preventive maintenance, corrective maintenance, replacement of parts, shifting of components, along with the services as contemplated in this Contract document for IT assets which are not under warranty.
3. Further, the FMS part shall include the IT assets under Warranty also. In case of systems covered under warranty which are not under the purview of AMC, the resident engineers shall identify and rectify the problem without breach of warranty conditions. If required they shall escalate the service call to the concerned vendor/OEM, note down the serial number/Inventory number, take up necessary follow-up activities for the same and intimate the officials of IT Cell, RBI, New Delhi regarding the call details.
4. The scope of preventive maintenance shall cover aspects related to hardware like health check of HDDs/SSDs, processors; power supplies (SMPS), etc. of all IT assets including those under warranty. Preventive Maintenance activity shall also include updation of patches/service packs, carrying out systems diagnostic test and taking remedial action, etc. on all IT assets including those under warranty. During the AMC & FMS period, the Vendor shall provide at least one preventive maintenance per quarter for all the IT assets. Further, the Vendor shall arrange for cleaning of all IT hardware using dry vacuum air brush and soft microfibre cloth, once a quarter or whenever required by the Bank's officials.
5. The Vendor shall carry out corrective maintenance of all the IT assets under AMC & FMS. This would cover identification of problem and its rectification including installation/reinstallation of operating system, setup/configuration of printer, reinstalling/installing application software either developed in-house or developed by the

3rd party, printer drivers, anti-virus agent etc.

6. The Vendor shall replace any worn out or defective part/component of all the IT assets under AMC, at no extra cost to the Bank. In case of printers, all the components of the equipment excluding **Fuser Assembly and Printer / Toner Heads shall be covered under this AMC** contract and hence fall under the replaceable category. The Vendor shall replace all defective parts **except the consumables such as plastic casings, covers, ribbon, printer cartridge, Fuser assembly, toner cartridge and Laptop Batteries**. Except the consumables parts as stated above, all other parts shall be inclusive in the AMC at the cost of the Vendor. The consumables as stated above, shall be replaced, if required, at an additional cost to the Bank at actuals on submission of proper bills by the Vendor.

7. In case of replacement of any of the parts or whole of the system under AMC, the vendor shall be required to provide replacement with the same brand/model at no extra cost. If the vendor is not able to maintain any equipment due to non-availability of components/parts, the vendor shall upgrade the component(s)/part(s) at its own cost and responsibility in order to make the equipment/s operational; or else, the vendor shall provide alternate/substitute system/s of same or higher compatible configuration at its cost and responsibility till the above components are repaired or replaced by the vendor.

8. The Vendor shall arrange for shifting of all IT assets/parts (both under AMC as well as Warranty) from one place to other for carrying out the repair work or for relocation of the system within Bank premises, from Bank to the Vendor's place and vice versa or from one premises of the Bank to another. The vendor shall install/ reinstall, configure the operating system/software/ package whenever the need arises.

The Vendor shall ensure that malfunctioning of hardware, accessories, operating systems, systems software (if any) is rectified within twenty-four 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 Vendor shall record 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 and call logged for under-warranty IT assets shall also be recorded.

#### 9. Data Erasure

The Bidder shall ensure that whenever a PC/Laptop or any storage device is being transferred to storeroom for its disposal or subsequent disposal, a certificate from the AMC/FMS vendor, countersigned by the user of that PC/Laptop or the storage device, to the effect that the data in the device has been formatted/data has been completely deleted as per the extant guidelines, is submitted to the IT Cell. **The bidder shall procure at its own cost and use standard data erasure software which should be compliant with global data erasure/wiping standard and generates a certificate of destruction to verify data erasure. Further, the bidder shall use only licensed version of such software/s.**

10. The Vendor shall be responsible for recovery of data, free of cost, in case of Hard Disk crash of any computer systems/laptop under AMC. The defective HDDs requiring replacement will not be handed over to the vendor or will be handed over only after crushing/damaging them.

11. The Vendor shall, upon direction of Officials from IT Cell, RBI, New Delhi, configure Outlook/KMT/install application software / make Configuration changes / patch updation/ antivirus definition updates, etc. in the IT assets covered under AMC & FMS.

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

13. The Vendor shall maintain onsite inventory of computer hardware, peripherals and components like Mouse (10 Nos.), Keyboard (10 Nos.), Hard disk (05 Nos.), portable DVD/CD-ROM and other spare parts (toolkits and cloths).

14. The Vendor shall arrange to deploy six experienced, qualified & skilled technical staff including a Team Leader in the Bank premises during working hours on all working days as Resident Engineers (RE). The REs shall report to the Information Technology Cell, RBI New Delhi on all working days during office hours. The normal working hours will be from 9.15 AM to 6.15 PM on all days except the 2<sup>nd</sup> and 4<sup>th</sup> Saturdays of each month, Sundays & Holidays. However, Bank may require the services of the REs beyond working hours and on non-working days also at no extra cost to the Bank. Out of the six REs, at least two REs should have Bachelor's Degree/B.Sc/MCA/Diploma in Computer Science/IT/Electronics and must have at least three years' work experience in hardware, peripherals and various operating systems. The other 4 engineers should hold Bachelor's Degree/B.Sc/MCA/Diploma in Computer Science/IT/Electronics with at least two years' work experience in hardware, peripherals and various operating systems. All the six REs should preferably have at least one year work experience in Financial Institution / Banks / Government Sector/ PSU. The REs posted should be permanent employees of the Vendor on its regular pay roll. The team together shall be responsible for AMC & FMS of IT assets at RBI, New Delhi. The Vendor shall also be required to train backup personnel who are likely to be posted at the Bank's site in the absence of the regular resident engineers. All the REs should have good communication skill, positive attitude and technical understanding. In case agreed number of resident engineers are not deployed on any particular day a penalty as specified in para 30 below would be levied.

15. The Resident Engineers shall be provided with mobile phones by the Vendor.

16. The REs shall be provided with a photo Identity card by the Vendor which they should carry during their working hours in the Bank. The Bank reserves the right to conduct independent background checks on the REs posted at site.

17. Travelling expenses of the REs for the visits to all the locations as specified in [Section IX](#) , as and when advised by the Bank Officials, shall be borne by the vendor.



18. The Resident Engineers should not be changed at frequent intervals. In case of unavoidable circumstances, the Vendor is required to give sufficient notice, at least one month, to the Bank in this regard before replacing such an RE.

19. The Resident Engineers at Bank's location/s are governed by the codes and ethics at the workplace and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose.

20. The Vendor shall provide insurance cover to the RE's deployed in the Bank as provided in Para 13, Section V. The REs or their legal heirs shall not claim any insurance/job benefit from the Bank in case the REs suffer any loss or damage to their life or person or property while working for the Bank under the contract.

21. The Vendor as well as the REs shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention & Redressal) Act 2013.

22. The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, **as applicable**, in Delhi/ NCR, Workmen's Compensation Act, 1923, PF/ESI Act and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the Vendor, the Bank shall have the right to reimburse itself by way of adjustment from the Vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

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

24. The Bank reserves the right to terminate the agreement, if the Vendor fails to carry out any of its obligations/duties in terms of the agreement.

25. This Contract is not transferable and under no circumstance shall the Vendor be allowed to sub-contract with any other person/party without prior approval from the Bank.

26. The selected bidder will be required to sign an AMC & FMS agreement and the applicable stamp duty will be borne by the selected bidder. The AMC & FMS agreement will have to be signed within seven days from the date of issue of order by the Bank. In case the bidder 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, the bidder shall 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 bidder from any further dealing with the Bank and the EMD/ Security Deposit shall also be forfeited.

27. The Vendor shall ensure that the malfunctioning hardware, accessories, operating systems, systems software (if any) is rectified within twenty-four hours of lodging the complaint by the Bank. If the Vendor is not able to rectify the same by the

stipulated time, they shall provide, at their own cost, requisite hardware/ software to ensure business continuity.

28. The Vendor shall ensure 99% uptime of each of the IT assets covered under the AMC.

29. If the IT asset under AMC is not repaired or the problem is not rectified within twenty-four hours of registration of complaint a penalty of ₹300/- for PCs & peripherals, ₹ 500 for Laptops/ Notebooks/iPads and ₹2000/- for servers per day, subject to a cap per complaint of ₹3000/- for PCs and peripherals; ₹5000 for Laptops/Notebooks/Ipad and ₹10000/- for servers shall be imposed on the Vendor and the same shall be deducted from the quarterly dues of AMC & FMS. Further, the Bank reserves the right to get such defective IT asset repaired from third party vendor and the amount spent for such repair would be deducted from quarterly AMC & FMS charges.

30. Penalty of ₹1000/- per day shall be levied for the absence of each resident engineer and the Bank shall deduct the same from quarterly AMC & FMS charges.

31. The Bank reserves the right to terminate the agreement if the Vendor fails to carry out any of its obligations/duties in terms of the agreement, after giving a notice of 30 days. Further, the Vendor would be required to give a three month notice period if the Vendor due to unavoidable circumstances needs to withdraw from the contract.

32. The Vendor is expected to reply to all queries/ complaints that may be raised by the Bank from time to time. Evasive attitude by the Vendor shall subject the contract being terminated without notice/ non-renewal of further contracts with the vendor.

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

34. The Bank shall have the right to inspect Vendor's site to assess infrastructure before awarding the AMC & FMS and it may reject the tender in the event of dissatisfaction of Vendor's infrastructure or otherwise.

35. This tender is not transferable and under no circumstance shall the successful bidder be allowed to sub-contract with any other person/party.

36. 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. Tenders which are partial or incomplete in any respect or do not fulfil the prescribed conditions are liable to be rejected. Canvassing in any form by the tenderer will result in rejection of their tenders.

I/We hereby declare that I/we have read and understood the above Detailed Scope of Works.

Place: Signature of Tenderer

Date: Name and address of the Tenderer (with seal)

**Section VIII – List of IT Assets to be covered under AMC & FMS:**

**Part (a)- Details of Computer Hardware items/ Peripherals to be covered under AMC & FMS**

IT Assets	Warranty Period/Replacement after	Under AMC		Under Warranty		Total Sum of Purchase Price(₹)	Total Sum of Assets
		Sum of Purchase Price(₹)	No of Assets	Sum of Purchase Price(₹)	No. of Assets		
AIO PCs	3 Years/5 Years	787914	8	21216454	169	22004368	177
Apple Keyboard		73291	3	54812	2	128103	5
Apple Pencil		9790	1	10946	1	20736	2
Desktops	3 Years/ 5 Years	19847350	294	30488840	330	50336190	624
IPAD		744264	9	1486895	12	2231159	21
Laptops	3 Years/ 3 Years	4120413	48	26842488	206	30962901	254
Microsoft Keyboard		11800	1			11800	1
MONITOR	3 Years/ 5 Years	27500	1	26487	1	53987	2
Orbit Reader	2 Years			50045	1	50045	1
Printer	3 Years/ 5 Years	6761101	239	12530367	229	19291468	468
Scanner	3 Years/ 5 Years	1507590	26	323539	5	1831129	31
SPEAKER		9177	1	162975	5	172152	6
SSD		21088	2			21088	2
Servers		1572215	4			1572215	4
Web Camera & Headphone		186558	3			186558	3
XP PEN Tablet		39450	4			39450	4
<b>Grand Total</b>		<b>35719501</b>	<b>644</b>	<b>93193848</b>	<b>961</b>	<b>128913349</b>	<b>1605</b>

<b>Part (b): Details of Computer Software</b>	
1.	Adobe reader
2.	Cisco any connect Secure Mobility Client
3.	Peripheral Drivers/Softwares
4.	Microsoft Endpoint Configuration Manager (SCCM Client)
5.	Enterprise vault software
6.	Kritika Phonetic

7.	Akruti Vistaar
8.	Microsoft Office 365 including Outlook
9.	Trend Micro Apex Security
10.	Hindi Indic -2
11.	Microsoft Hindi
12.	eToken PKI Client
13.	Google Chrome
14.	Windows 7 and above
15.	JAWS software as screen reader for visually blind
16.	EKAMEV portal
17.	Microsoft Intune
18.	Windows Hello implementation
19.	Other OS/Server related softwares
<b>Part (c): Technical Support for Operating Systems / Application Packages</b>	
1.	Windows Server 2008 & above
2.	Windows 7 & above
3.	OSS Package (Oracle based)
4.	MacOS and iPadOS
5.	Other Applications running in the Bank

**Note:** The Bank reserves the right to add / delete any IT Asset from above list. For detailed information on the make, model and age of the Assets, kindly send an email to [ditnewdelhi@rbi.org.in](mailto:ditnewdelhi@rbi.org.in) .

**Section IX - List of Properties of the Bank where AMC & FMS services shall be provided**

1. Reserve Bank of India, 6, Parliament Street, New Delhi 110001.
2. Reserve Bank Senior Officers' Flats, Rabindra Nagar, New Delhi 110003.
3. Reserve Bank Officers' Quarters, Vasant Vihar, New Delhi 110057.
4. Reserve Bank Staff Quarters, R. K. Puram, New Delhi 110022.
5. Reserve Bank Staff Colony, Shalimar Bagh, New Delhi 110088.
6. Reserve Bank Staff Colony, Sarojini Nagar, New Delhi 110023.
7. Reserve Bank Officers Colony, Hauz Khas, New Delhi 110016.

Note: a. The Bank reserves the right to add or delete sites from the above list.

b. The six REs will have to be placed at Main Office Building of RBI at 6, Parliament Street, New Delhi – 110001 on usual basis. These engineers will also be required to service various locations as provided above or any other location on need-basis, as and when instructed by the Bank's officials.

## **Section X - Indexation formula for calculating the AMC & FMS Contract**

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

### **a. Indexation Formula for AMCs/Passive Components/ Labour Charges**

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

where,

$A_C$  = Contract Amount for the current/new year;

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

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

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

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

$CPI_P$  = Consumer Price Index for industrial workers for Urban six Months prior to the commencement date of contract for the previous year coming to an end;

### **b. Indexation Formula for Resident Engineer (Facility Management Services)**

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

where,

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

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

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

$CPI_P$  = Consumer Price Index for industrial workers for Urban six Months prior to the commencement date of contract for the previous year

*The reference Source for Indices are as under:*

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

## Section XI- Modes of Payment of EMD

EMD of ₹66,000/- may be deposited by any of the payment modes as below:

1. Through NEFT in favour of:

**Reserve Bank of India, New Delhi**

**A/c no: 186003001**

**IFSC-RBIS0NDPA01 (5th and 10th characters being Zero).**

**OR**

2. Account Payee Demand Draft or Banker's Cheque in favour of Reserve Bank of India, New Delhi.

**OR**

3. Bank Guarantee in lieu of demand draft. Proforma of Bank Guarantee in lieu of EMD is given in [Section XII](#).

Note: EMD should also be submitted in the electronic format online (by scanning) while uploading the bid. Bidders are also advised to send scanned copy of EMD submitted in the form of Demand Draft/Banker's Cheque/Bank Guarantee through email to [ditnewdelhi@rbi.org.in](mailto:ditnewdelhi@rbi.org.in) before the last date/time of submission of Earnest Money Deposit. However, the receipt of such scanned copy, without the receipt of the actual financial instrument/amount before the last date/time of submission of Earnest Money Deposit, would not be considered as submission/realization of EMD.

Please mention EMD Deposit details while applying in the given format at [Annex- VII](#)

Note: There is no exemption for bidders pertaining to Micro and Small Enterprises (MSEs) or Start-ups category as defined and recognized by the Government of India as the estimated tender cost is more than ₹10 Lakh.

**Section XII- Proforma of Bank Guarantee for Earnest Money Deposit**  
(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
The Regional Director  
Reserve Bank of India  
6, Sansad Marg  
New Delhi – 110001

Dear Sir,

e- Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at RBI, New Delhi 2025-26

WHEREAS The Reserve Bank of India, having its Regional Office at Sansad Marg, New Delhi has invited bids for e- Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of (\_\_\_Amount of EMD\_\_\_) as Earnest Money Deposit.

2. M/s \_\_\_\_\_, (hereinafter called as Bidder), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of (\_\_\_Amount of EMD\_\_\_)

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of rupees mentioned as EMD i.e., (\_\_\_Amount of EMD\_\_\_) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of EMD (\_\_\_Amount of EMD\_\_\_)

2. We also agree to undertake and confirm that the sum not exceeding the EMD amount i.e., (\_\_\_Amount of EMD\_\_\_) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of



India.

5. We hereby further agree that -

a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Bidder or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ( \_\_Amount of EMD\_\_ )

b) Our liability under these presents shall not exceed the sum of ( \_\_Amount of EMD\_\_ )

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_\_\_\_\_ (six months from the last date of receipt of tender), provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

(Signature of Authorized Signatory)

**<NAME, TITLE AND ADDRESS>**  
FOR AND ON BEHALF OF

**<NAME OF THE APPLICANT ORGANISATION>**

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

**Annex-I - Bidder Profile**  
(To be submitted on the letterhead of the Bidder)

Sr.No	Items	Details		
1.	Name of the Bidder			
2.	Address of the Registered Office	Address Telephone Fax Email	(Details of rows 2 and 3 should be verifiable from vendor's website. Appropriate link should be provided. If details cannot be verified from website, then appropriate proof should be provided.)	
3.	Address of the office at Delhi/ NCR	Address Telephone Fax Email		
4.	URL of Bidder's website			
5.	Name and designation of the authorized official responding to this request			
6.	Contact telephone, fax number and E-mail address of the authorized official	Mobile Phone Fax E-mail		
7.	Type of Bidder (Whether Private Ltd. or Public Ltd. or LLP or Partnership) <b>(Copy of Certificate of incorporation/ registration/ Partnership Deed should be provided.)</b>			
8.	Details of applicable tax Registration numbers (PAN, TIN, GST etc.) Photocopy required			
9.	Financials:	2021-22 FY (Audited)	2022-23 FY (Audited)	2023-24 FY (Audited)
	i) Net Profit:			
	ii) Whether Copies of Balance sheet & Profit and Loss A/c for the last three years have been enclosed (YES/NO)			
10.	Full address of service Centre in Delhi/ NCR			

11.	Name of the Officer- in-charge of the Service Centre, Designation, Telephone No., Mobile No., Fax, E-Mail			
12.	Are there any terms and Conditions stipulated by the Bank which cannot be adhered to by the Bidder?			
13.	Whether there is any legal action being taken against Bidder for any cause in any legal jurisdiction?			
14.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the Bidder. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix.			

**Annex-II - Compliance Matrix**  
(To be submitted on the letterhead of the Bidder)

**Please Note: Documentary evidence for each of the following points must be attached.**

Sr No	Terms and Conditions	Compliance (Yes/No)	Deviation, if Any along with reasons thereof
1.	The bidder should be a Company / LLP / Partnership Firm registered under the relevant Statutory Act and should be engaged in the business of Solutions for AMC & FMS of IT Assets. <b>(Enclose certificate of Incorporation/ Registration/ Partnership Deed)</b>		
2.	<p>The Bidder should have experience of having satisfactorily completed similar works (i.e. AMC / FMS of computer hardware, software and peripherals) during last <b>5 years</b> (from Jan 2020 onwards) in either of the following ways-</p> <p style="margin-left: 40px;">a. Three (03) similar completed works each costing not less than the amount equal to ₹13.20 Lakh (40% of the estimated value of tender) OR</p> <p style="margin-left: 40px;">b. Two (02) similar completed works each costing not less than the amount equal to ₹16.50 Lakh (50% of the estimated value of tender) OR</p> <p style="margin-left: 40px;">c. One (01) similar completed work costing not less than the amount equal to ₹26.40 Lakh (80% of the estimated value of tender).</p> <p>The details should be furnished in the <a href="#">Annex – V</a> with copy of completion certificates or Work Orders. The cut-off date for acceptance of completed works under this criterion shall be on last day previous to the month in which tenders are invited. The decision of Reserve Bank of India, New Delhi on whether the past work experience of the tenderer qualifies as similar work or not as necessitated under the Eligibility Criteria given in the tender document shall be final and binding on all the tenderers.</p>		
3.	The Bidder should have provided AMC & FMS of IT Assets to at least one Financial Institution/Banks/Government Sector/PSUs during the last 03 years i.e. from Jan 2022 onwards. The details should be given in the <a href="#">Annex-V</a> with a copy of completion certificates/Work Orders.		
4.	Minimum Annual turnover from AMC/FMS services of ₹1.65 Crore (with net profit) during each of the last 3 previous Financial Years viz 2021-22, 2022-23 and 2023-24 supported by audited or certified statement of		

	<p>accounts. Revenue/turnover from AMC/FMS business should clearly be mentioned in the financial statements or should be submitted on bidder's letterhead with attestation of Chartered Accountant.</p> <p><b>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 financial years.</b></p>		
5.	The bidder should have applicable tax registrations (PAN, TIN, GST, etc.) supported by documentary evidence.		
6.	The bidder should have adequate technical staff in Delhi/NCR having expertise in AMC and FMS and required certifications for dealing with maintenance of IT assets <b>(Bidder should submit undertaking mentioned in <a href="#">Annex-III</a>).</b>		
7.	The bidder should have an office and Service Centre in Delhi/ NCR duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime for the said IT Assets as mentioned in <a href="#">Section VIII</a> . <b>Details of Service Centres should be indicated in <a href="#">Annex-IV</a>.</b> The Bank reserves the right to inspect the service centre and satisfy itself about the quality and reliability of service that can be rendered by the Bidder.		
8.	The bidder should have OEM (Original Equipment Manufacturer) certification or Authorization or Service provider certificate for the OEMs of Bank's IT assets i.e. HP, Dell, Lenovo, any other similar brand etc. <b>(Copy of documentary evidence to be attached).</b>		
9.	Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority at Government of India level. Undertaking/Declaration/Certificate regarding bidders belonging to countries sharing land border with India should be submitted as per <a href="#">Annexure VIII</a> .		
10.	The bidder should not have been debarred for conviction of an offence under the Prevention of Corruption Act, 1988 or 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 in the last 03 years. The period of 03 years would be considered from the date of such		

	debarment. Also, the Bidder should not have any Insolvency case pending against it. <b>(Upload signed undertaking/declaration)</b>		
11.	<b>ISO Certification:</b> The bidder should have a valid ISO 20000-certification (Accreditation for IT Service Management). <b>(Enclose certificate copy)</b>		
12.	The bidder shall not have conflict of interest with other bidders. Bidder should submit an undertaking mentioned in <a href="#">Annex VIII(A)</a> .		
13.	Acceptance of all other conditions of the tender.		

- All documentary evidences are required to be submitted with Technical Bid i.e. Tender Part –I.

Signature

Name :

Designation :

Place :

Date :

**Annex-III – Undertaking for Deployment of Qualified Service Engineers**  
(To be filled in and submitted on the letterhead of the Bidder)

To  
The Regional Director  
Reserve Bank of India  
6, Sansad Marg  
New Delhi – 110001

**Sub: e-Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at RBI, New Delhi 2025-26**

We, .....(Name of Bidder/Company), having our registered office at .....(Address), hereby undertake and affirm that we have the required number of engineers with desired qualifications and in the event we are awarded the contract for **Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at RBI, New Delhi**, we shall ensure that the Resident Engineers provided by us for the execution of the contract shall fully comply with the terms and conditions stipulated in the captioned tender document.

We further affirm that the Resident Engineers assigned to this project shall possess the requisite qualifications, skills, and experience as specified in the tender document. We shall not make any deviations or compromises in this regard and shall strictly adhere to the requirements and qualifications outlined in the captioned tender document.

We also commit to replace any Resident Engineer found unsuitable or not meeting the requirements, as determined by the Reserve Bank of India officials, within the time frame stipulated by the contract, without any additional cost to the Bank.

This undertaking is made in good faith and is binding on us.

Signed for and on behalf of:

[Name of Bidder/Company]

Sign (with establishment seal):

Name:

Designation:

Date:

Place:

**Annex-IV - Details of the Service Centres in Delhi / NCR**  
(To be submitted on the letterhead of the Bidder)

<b>Sr. No</b>	<b>List of Service Centers in Delhi/ NCR</b>	<b>Since Service center operational when is</b>	<b>No of engineers at Service center</b>	<b>Skill Sets of the engineers</b>	<b>Remarks</b>

Signature of authorized official with seal



**Annex-V- List of AMC & FMS Work Orders assigned to the vendor during the last five financial years**

(To be submitted on the letterhead of the Bidder)

**(Copy of completion certificates/Work orders to be enclosed)**

Sr No.	Name of work & location	Period		Nature of work involved in the contract	Contact Official details and Complete address of Client	Contract amount	Contract period		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, for delay in completion of work
		From	To				Scheduled	Actual		

Signature of authorized official with seal

**Annex–VI - Undertaking/ Certificate of Indemnity**  
(To be submitted on the letterhead of the Bidder)

The Regional Director  
Reserve Bank of India  
6, Parliament Street  
New Delhi 110001

**Sub: e-Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi 2025-26**

Dear Sir,

In response to your captioned tender dated ....., we hereby certify having fulfilled all the eligibility criteria stipulated in it and We accept all the terms and conditions for submitting quotation as mentioned in the said tender.

1. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
2. We warrant that the provision/ repair and maintenance service/products to be sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify (unlimited liability) 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.
3. We shall adhere to IS Policy guidelines of the Bank.
4. We shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention & Redressal) Act 2013.
5. We shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act as **applicable in Delhi/ NCR**, Workmen's Compensation Act, 1923, PF/ESI Act and other labour laws, as applicable, prevailing in the country.

Yours faithfully,

Signature:  
Name:  
Designation:  
Place:  
Date:

**Annex VII - Transaction Details for EMD**  
(To be submitted on the letterhead of the Bidder)

1. For NEFT

Sno	Requirement	Details
1	Name of the Bidder	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

**OR**

2. For Demand Draft/Banker's Cheque/Bank Guarantee (**Bidders are advised to send scanned copy of EMD submitted in the form of Demand Draft/Banker's Cheque/Bank Guarantee through email to ditnewdelhi@rbi.org.in before the last date/time of submission of Earnest Money Deposit and also upload scanned copy of the DD/BC/BG on MSTC e-Procurement Portal while applying**)

Sno	Requirement	Details
1	Name of the Bidder	
2	Name of the Bank	
3	Demand Draft / Banker's Cheque/ Bank Guarantee Number	
4	Date of DD/Banker's Cheque/ Bank Guarantee	
5	Date of submission of DD/Banker's Cheque/ Bank Guarantee ( <b>should reach RBI, New Delhi before last date and time for submission of EMD</b> )	

Signature of authorized official with seal

**Annex VIII- Undertaking/Declaration/Certificate regarding Bidders belonging to countries sharing land border with India**

(To be submitted by bidder on their letter head duly sealed and signed by the authorized signatory)

The Regional Director  
Reserve Bank of India  
6, Parliament Street  
New Delhi 110001

Dear Sir,

**Sub-e-Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at RBI, New Delhi 2025-26**

I / We \_\_\_\_\_ (Name and address, including Country of location of bidder/OEM) 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 bidder/OEM)

- 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 at Government of India level, 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.

*(Strikeout whichever of the above is not applicable)*

3. I/We further certify that \_\_\_\_\_ (Name of bidder/OEM) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders/ revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract. I/we \_\_\_\_\_ (Name of bidder/OEM) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate is found to be false, the Bank shall be 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 Bidder with Rubber Stamp:

Date:

Place:

### **Annex VIII(A)- Undertaking for Conflict of Interest**

(To be submitted by bidder on their letter head duly sealed and signed by the authorized signatory)

The Regional Director  
Reserve Bank of India  
6, Parliament Street  
New Delhi 110001

Dear Sir,

**Sub: e-Tender for Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at RBI, New Delhi 2025-26**

We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Signature and name of the authorized signatory  
of the Bidder with Rubber Stamp:

Date:

Place:

**Annex IX - Part II – Price Bid Format**

(Please note that Price Bid (Part-II) is to be filled online only in the prescribed format available on MSTC portal.)

**Cost of the Work i. e. “Annual Maintenance Contract (AMC) & Facility Management Service (FMS) for Computer Hardware, Software and Peripherals at Reserve Bank of India, New Delhi 2025-26”**

S. No.	Description of Cost of AMC & FMS	Qty.	Unit	Rate	Amount (INR)*
1	<b>AMC Cost</b> (Rate should be quoted as percentage value (upto two decimal places) to the total value of assets under AMC i.e. 644 assets of value ₹ 3,57,19,501.00 as per <a href="#">Section VIII</a> )	₹ 3,57,19,501	Percentage		
2	<b>FMS Cost of 01 Highly Skilled Resident Engineer</b> (FMS support to all IT assets as per <a href="#">Section VIII</a> i.e. 1,605 assets including 961 assets under warranty)	01	Nos.		
3	<b>FMS Cost of 05 Skilled Resident Engineers</b> (FMS support to all IT assets as per <a href="#">Section VIII</a> i.e. 1,605 assets including 961 assets under warranty)	05	Nos.		
	<b>Total Amount* (INR)</b>				

**\*Inclusive of all taxes**

**IMPORTANT NOTE:** 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 ‘CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS’ – Area A** under the following categories:

- 1. Highly Skilled for 1 RE (Team Lead).**
- 2. Skilled/Clerical for other 5 REs.**

The price bid for FMS Cost of 06 Resident Engineers shall not be less than the sum total of Central Minimum Wages for the above-mentioned category (applicable as on date of publishing of tender document)) for 1 no. of Highly Skilled and 5 nos. of Skilled/Clerical category of workers, for one year, plus all applicable taxes. The total number of days shall be taken as 365 for the purpose of calculation of the annual wage. Further, if applicable, it should consider the requirements of other labour laws viz. PF/ ESI, etc. also. The bids quoting the cost of Resident Engineers which are less than the minimum wages plus applicable taxes, and PF/ ESI (if applicable), etc. requirements, as stated above shall be rejected.

If any tender rates are found to be not reasonable or not fulfilling the minimum wages/labour rates, etc., the tender will be treated as non-comparable and rejected itself without any further advice.

**The bidder should quote their rates considering all the terms and conditions and scope of work as mentioned in the tender document.**