



Request for Proposal- Fixed Asset Management System

The Reserve Bank of India, Premises Department, invites separate Technical (Part-I) and Price bid (Part-II) in sealed covers from the vendors who are interested in providing services (implementation of FAMS with RFID technology) for verification and reconciliation of fixed assets of all RBI offices across India.

Interested vendors may submit their application in the prescribed format which may be downloaded under the link “**Tender**” of RBI website (www.rbi.org.in).

Details of eligibility are given along with the application forms. The Bank reserves the right to reject any or all the applications without assigning any reason thereof and will not entertain any correspondence in the matter.

The schedule of the Tender is as under:

1	E-tender No.	RBI/Central Office/Premises Department 12/18-19/ET/380
2	Mode of Tender	e-procurement system (Online Part I- Techno-Commercial bid and Part II – Price bid through www.mstcecommerce.com/epochme/rbi)
3	Estimate Cost of Work	₹2.25 crore
4	Earnest Money Deposit (EMD)	₹4,50,000/- EMD amount can be paid through NEFT/RTGS/BG payable at Reserve Bank of India, Mumbai. A/c No – 41869163273 IFSC Code – RBIS0COD001 A/c Name- Reserve bank of India
5	Date of NIT available to parties to download	11.00 hours of 27.05.2019
6	Pre-bid meeting	Off line at 15.00 hours of 03.06.2019 (at Reserve bank of India, Premises Department, Central Office Building, 5 th Floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001)

7	Bid open date: Date of starting of e-tender for submission of online Techno-Commercial bid and price bid at www.mstcecommerce.com/eprochome/rbi	15.00 hours on 05.06.2019
8	Bid close date: Date of closing of online e-tender for submission of Techno-Commercial bid and price bid	12:00 hours on 26.06.2019
9	Tender open date: a) Date and time of opening of Part-I.i.e. Techno commercial bid) b) Date of opening of Part II Price bid will be informed separately,	15.00 hours on 26.06.2019 After doing the checking of prequalification criteria and viewing documents uploaded by the vendors.
10	Tender close date:	23.59 hours on 31.12.2019.
11	Venue for opening of Bids/ Meetings / Presentations	Premises Department, 5 th Floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001, Maharashtra, India
12	All Queries to be mailed to	Premiseshelp@rbi.org.in
13	Portal for registration of Bidder on MSTC	https://www.mstcecommerce.com/eprochome/rbi/

Chief General Manager-In-Charge
RBI, Premises Department
May, 27.05.2019



Reserve Bank of India

**Request for Proposal
Fixed Asset Management System**

Date of Release:

Premises Department

5th Floor, Reserve Bank of India, Central Office Building,
Shahid Bhagat Singh Marg, Fort,
Mumbai – 400 001, Maharashtra, India

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1. Introduction

The Reserve Bank of India, having Central Office in Mumbai and regional offices spread across the country, intends to get all the Fixed Assets (FA) across all offices physically verified and reconciled through a system of RFID Asset Management System (FAMS).

Reserve Bank, has assets other than building assets i.e. FAs spread across multiple cities, facilities, buildings, and floors. Reconciliation of FAs is a big challenge. These assets include IT & Telecom assets (laptops, desktops, servers, IP phones), Security & Office Equipment (CCTV Cameras, TVs, Photocopiers) and Furniture & Fittings (workstations, chairs and tables). The data of these articles are maintained in Core Banking Solutions (CBS) system of the Bank. CBS generates inventory no. for each asset and the no. is either pasted/painted on the asset or pasting of barcode sticker. Presently the reconciliation is done manually or through barcode (in few offices) which is time consuming. The reconciliation needs to be carried out twice a year i.e. end of September & March. The existing practice of maintaining asset information in banks is not giving expected results.

1.1 Objective

The objective is to ensure that all the assets of the Bank spread across 32 locations of India are physically verified and reconciled at a high service level and in the most cost effective manner as possible. To achieve the objective, Bank is planning FAMS by using RFID Technology comprising of mobile readers, Active/passive/UHF RFID tags.

RBI's primary objective in conducting this RFP is to contract with the Company who:

- 1) Matches the desired plan, design and contract provisions.
- 2) Qualifies as per the eligibility criterion set forth by the Bank

- 3) Demonstrates the ability to deliver high quality services at a competitive price

1.2 Schedule

The following is an indicative timeframe for the overall process. RBI reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected respondents during the process.

SCHEDULE OF TENDER

Sr.	Item	Description
1	E-tender No.	RBI/Central Office/Premises Department 12/18-19 /ET/ 380
2	Mode of Tender	e-procurement system (Online Part I- Techno-Commercial bid and Part II - Price bid through www.mstcecommerce.com/eprochme/rbi)
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12	All Queries to be mailed to	Premiseshelp@rbi.org.in
13	Portal for registration of Bidder on MSTC	https://www.mstcecommerce.com/eprochome/rbi/

2. Overview

2.1 As-Is Process in RBI

Currently all the assets in RBI prices greater than ₹5000 are recorded in the Core Banking System (CBS) wherein inventory number gets generated. This number is then tagged (either through sticker or Barcode) on the assets. During half yearly reconciliation, these assets are verified manually.

Since the current process is purely manual, it takes a lot of effort and time to get the correct reconciliation report. Also, at times it becomes difficult to keep track of assets in case the movement history of the asset is not updated in CBS.

2.2 Proposed System

The approach is to implement a system which facilitates seamless tracking and reconciliation of RBI assets across all its locations.

The key stakeholders of this system would be:

- All RBI Central Office Departments
- All Regional Offices

2.3 Functional Requirement of Proposed Solution

1. Bank is having assets data in Core Banking System (CBS) after June 2009 and fixed assets purchased prior to June 2009, details are available in Excel sheet. The solution should take care of reconciliation of assets available in both CBS and Excel.

2. The proposed system shall be able to replace the existing manual processes, to automated processes based on RFID implementation.
3. The proposed system shall also have a separate modules for (a) Asset Allocation; (b) Asset Tracking; (c) Gate Pass (d) Asset Reconciliation
4. The proposed application should have an interface with Core Banking System (CBS) where data from CBS can be automatically updated in the asset management software. However, data from the asset management software should not be uploaded in the CBS.

3. Scope of Work

The scope of Asset Management System application should have the following components:

1) Allocation module

The existing assets should be tagged. The tags should be defined as per asset number allocated from the existing Core Banking System (CBS) and saved in the Master Data

2) Tracking module

The tagged assets should be tracked across locations i.e. once the asset is moved, its tag should show the updated data of the tag

3) Gate Pass module

Assets which are going outside RBI premises for repair or are going to be scrapped should be provided with Gate Pass whose respective entry would be present in the FAMS

4) Reconciliation Module

A reconciliation report of all the tagged assets of all the Central Office Departments and Regional Offices across India with the CBS and Excel data assets purchased before 30th June, 2009, should be generated every six months. Reconciliation needs to be done for inventory maintained in CBS as well as for items maintained in excel sheet for fixed assets

purchased before 30th June, 2009. Accordingly, the reconciliation reports should be generated separately.

5) Software application

Asset Management software is required to manage FAMS and for generating reports as per requirement of Bank including in Excel/PDF format. The software shall be loaded in Bank's server.

6) Interface with CBS

The software application should have the capability to interact with Core Banking System without direct integration. The interface is required to update asset data periodically from CBS without any manual intervention. The interface should only be able to receive data from CBS but not update data in CBS.

The interface should also allow manual uploading of excel having assets purchased before June 2009.

This application access should only be accessible to authorised RBI employees.

The Vendor should tag all the required assets at all RBI offices and departments across India.

Apart from the above modules, the technical terms and conditions indicated below should be agreed by the Vendor:

- 1) Different kind of tags need to be used for different types of assets. For this purpose the assets need to be first classified as
 - i) Electronic
 - ii) Non - electronic
- 2) A Standard Operating Procedure (SOP) will have to be adopted in verification/reconciliation of the dead stock items
- 3) There should be Automatic Identification and Data Capture (AIDC)
- 4) RFID Tags must have an integrated circuit and at least two antenna which will transmit the data to the RFID reader

- 5) The RFID tags must have protective material that holds the pieces together and shields them from various environmental conditions
- 6) The tag should have a reader that is capable of verifying the asset approximately 4.5 metres and more distance away
- 7) Mobile reader will be used to track assets
- 8) At the Regional Offices, it will have to be office-wise verification and reconciliation and at Central Office, it will have to be department wise.
- 9) In the server meant for storing the images of the assets, two folders be kept/stored, one for pre - 2009 assets and one for post - 2009 assets
- 10) The verification of the assets has to be done twice in a year i.e. for the assets as on March 31st it should begin in second week of April and should be finished by April end. Similarly, for the assets as on September 30, it should begin in second week of October and should be finished by October end.

3.1 Non Functional Requirements

3.1.1 General Technical Requirements

1. The software solution proposed shall be comprehensive, integrated, and functionally rich and extensively parameterised to cater to the entire range of functionalities required. Provision for customisation shall be available wherever the functionality cannot be met by parameterisation alone.
2. The solution proposed by the Bidder shall be in alignment with Bank's existing hardware and software infrastructure.
3. Ability to support and implement session timeout (Internet & Intranet). This should be configurable and based on the Bank's IT security requirements.

4. Solution should have a centralized architecture and should not have any components on the end-user PCs except for the thin-client/ browser required to access the software.
5. The database should be standard centralized RDBMS.
6. Bank requires “Single Sign On” (SSO) with rule based access control features available for all the modules proposed by the Bidder. All systems that are proposed should have the capability to support SSO.
7. The solution should provide for seamless integration of modules as per the business requirements of RBI with necessary interfaces. Bidder will be responsible for maintaining the licenses and maintenance/ upgrading of any third party components used.
8. The Bidder shall be responsible for identifying and providing the interface requirements for the existing as well as proposed software modules. The Bidder shall be responsible for developing, testing and maintenance of all the interfaces.
9. While, developing the interfaces the Bidder must ensure and incorporate all necessary security and control features within the application, viz., OS, database, network etc., so as to maintain integrity and confidentiality of the data in all stages to the extent applicable to solution. All interfaces should be in encrypted form.
10. Wherever applicable, the solution should provide features/ facilities for meeting various provisions of Information Technology Act, 2000 (along with amendments as per Information Technology (Amendment) Act, 2008), rules made there-under and be in conformity with the guidelines issued by the RBI and other applicable laws with latest amendments at the time of delivery.
11. The solution should provide for Audits through logs and reports. The software should have necessary support and provision for various audit tools. The tools must be provided for auditing application software, network, operating systems and database systems.

12. The application may run over intranet and/or internet as per the decision of the Bank.

Oracle / Microsoft licences are already available with the Bank, and the same may be used as much as possible.

13. Any other licenses if required shall be specified by the Bidder and their cost should be included in the total cost of the project.

3.1.2 Salient Feature

RFID system can be implemented at RBI using UHF RFID tags (Detection range up to 4.5 mts +). UHF RFID is prone to attenuation when in contact with metal/water, for both of which, available special tags have to be used.

A handheld reader solution to aid in physical verification and reconciliation of assets comprise the following components:

- RFID handheld readers with range of minimum 4.5 meters with minimum 2.5 inch size LCD/LED screen for display
- RFID Tag encoder
- Special on-metal tags, laptop tags and flexible tags suitable to the type of FAs with reusability feature.
- Passive UHF tags
- Intranet-web based Integration layer with CBS-system
- RFID Tag Printers with USB connection

All assets will be tagged with appropriate RFID tags which have a unique ID. Apart from storing the complete information on the server, certain critical information may be stored in the tag memory. Special location tags with low read capability may be used to identify building/department/floors/workstations.

The solution may involve following important steps:

- Registering assets using a USB based desktop RFID reader
- Fixing RFID tags to all FAs at all locations.

- Department-wise asset reconciliation
- Tracking of FAs movement including FAs sent for repair
- Generation of fixed assets information

3.1.3 Security Requirements

1. Provide security in compliance with RBI security requirements to protect the confidentiality, integrity, and availability of the information systems.
2. Effort may be made to make all queries parameterized to minimize error and for ease of use. Provision should be provided that the entire data should be encrypted when sending / receiving from the server.
3. A two-step Identity and Authentication Controls may be put in place. i.e. application should be accessed via Password and preferably with Digital signature.
4. Exception handling should also be available and the system should log each and every event along with timestamp/ IP address / user-id etc. which can be used to identify the intruder.
5. The application should have regular security updates wherein data from previous incidences can be recorded and used to improve the security of the system.
6. The bidder should carry out a security related assessment and should also provide a plan for improvement on a continuing basis to account for changes in technology, the sensitivity of audit information, and internal or external threats to information security.
7. The system should be capable of sanitizing all inputs before being uploaded into the application.
8. Develop, implement, maintain and use best in class industry proven safeguards that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of

information systems. Follow industry standards like OWASP during design and development phase.

9. Maintain a security plan that complies with industry accepted security requirements. Security Plan should be embedded within the Project Plan & approved by the Bank .The security plan would be reviewed by the Bank ISO during the development life cycle.
10. The software shall not be considered accepted until the independent review by the Bank is complete and all security issues have been closed or assigned to a mutually agreed upon remediation roadmap.
11. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
12. Vendor will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by RBI .
13. Standards Benchmark - To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that conducts the VAPT shall provide vulnerability ratings (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common Weakness Enumeration (CWE).

The system should be in compliance with the IS Policy of the Bank with respect to Logical Access Control Sub-Policy, Password Sub-Policy, Antivirus Sub-Policy, Software Security Sub-Policy, Database Security Sub-Policy, Network Security Sub-Policy, System Administration Sub-Policy, Incident Reporting and Management Sub-Policy, Audit Sub-Policy etc.

4. Evaluation Process

4.1 Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids received to select the best fit solution based on the details provided in this document at a competitive price based on commercial parameters. The decision of the Bank regarding the evaluation and selection of the Bidder would be based on the details given in this document.

For the purpose of getting RFID FAMS a two stage bidding process through e-tendering will be followed. The financial bid will contain the pricing information

All proposal responses will have to be uploaded on the portal of MSTC Ltd. against the NIT created for the purpose which will be downloaded by RBI on the given date and examined for their correctness etc.

The commercial bid submitted by the Bidders who fulfil the minimum eligibility criteria and meeting technical specifications of the RFP only will be opened.

Post selection of the Bidder, the Bank shall return the Earnest Money Deposit (EMD) to the unsuccessful Bidders after award of work.

Bank may call for any clarifications / additional particulars required, if any, on the Pre-qualification / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 48 hours. The Bank has right to disqualify the Bidder's offer if the clarifications / additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the commercial bids submitted by them.

4.2 Minimum Eligibility Criteria

Minimum Eligibility Criteria

Sr. no	Criteria	Documentation	Compliance (Y/N)
1	<p>Minimum value of each completed work (qualifying): Vendor should be in the business of providing RFID based asset tracking system at least for the last 5 years. Bidder should have implemented Asset Management system with RFID:</p> <p>a) One project costing at least ₹1.90 crores OR b) Two projects costing at least ₹1.40 crores each OR c) Three projects costing at least ₹0.90 crores each</p>	<p>Details to be submitted in the format given in Annexure</p>	
2	<p>Yearly turnover: Should have an annual turnover of amount equal to, 100% of estimated cost or more during the last three financial years ending 31st March</p>	<p>Copies of Balance Sheet duly certified by CA to be enclosed.</p>	
3	<p>PAN India Presence: The Vendor should have a presence in at least 4 metros viz. Delhi, Mumbai, Chennai and Kolkata.</p>	<p>Details to be submitted in the format given in Annexure</p>	

4	The Vendor should be a Company Registered under Companies Act and should be engaged in the business of Solutions for RFID based Asset tracking systems	Company registration details to be provided	
5	The vendor should have adequate technical staff with expertise, certifications for dealing in RFID based Asset tracking solutions.	Details to be submitted in the format given in Annexure	

Technical Details

1	Bidder should submit a write up highlighting the quality of tags and other details related to type of antenna used, type of printing, UV protection for whole tag and any other additional information	Undertaking	
2	Bidder should submit an Authorization Letter from OEMs. The format is shared in Annexure I		
3	Bidder should submit Banker's report whose format is shared in Annexure J		
4	Bidder should submit reports from at least three Clients with which it has worked in past 5 years. The format of the client report is shared in Annexure K		

4.3 Commercial Bid

Specification / Pricing format for Price and Commercial Bid for Asset Management Software
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Serial No.	Particulars	Quantity
A - A Complete RFID Asset Management and Tracking Solution Software		
1	Application Software Cost (including Customisation, Development, Deployment, Migration and implementation Cost)	
2	Comprehensive Administrative and User Training	
B - Hardware Requirement		
1	RFID Mobile Handheld Reader	68
2	RFID Printer	68
3	RFID TAG for electronic objects	30000
4	RFID TAG for non-electronic objects	70000
C - New Asset Tagging & Acquiring of Asset Information, Data Entry and First Time RFID scanning		
1	First time tagging and Data Capture The information capture during the Tagging of Asset will be RBI Inventory No. RFID Code No. Article Description Status (live or written off, etc) Locations(Building/Department/Section/ Floor)	

2	Data Entry in software The asset information gathered should be duly entered as follows in Data Entry Software RFID Code No. RBI Inv. No. (if present & visible on Asset) Article Description Account Head Category Sub-category Status (live or written off, etc) Location	
3	First-time RFID Code Scanning of New Assets RFID code New Asset will be RFID-code scanned location-wise & Department wise and Data downloaded to Software	
D - Annual Maintenance Cost (AMC)		
1	Annual Maintenance Cost of Software component	
2	Annual Maintenance Cost of RFID Mobile Handheld Reader	
3	Annual Maintenance Cost of RFID Printer	
2	Please refer to Annexure M for NPV Calculation	
	Total Cost of Ownership (TCO) - A+B+C+(D * Multiplying Factor)	
	Taxes	
	Grand Total (TCO + Taxes)	

Annual Maintenance, hardware cost and cost for various tag will be borne by various departments in the bank. Software cost be borne by the Premises department at Central office.

5. Bidding Process

5.1 Instructions for Bid Submission

1. Bidders are permitted to submit relevant Commercial Bid. More than one Commercial Bid should not be submitted. The Bidders will need to submit the Commercial Bids on the same day as mentioned in the RFP Schedule. All bids should be unconditional.
2. The entire bidding process would be conducted through the e-tendering portal of MSTC Ltd. The URL for the same is <https://www.mstcecommerce.com/eprochome/rbi/>
3. All respective bids need to be submitted through this portal only.
4. The opening of bid will be through the MSTC Ltd. ecommerce web portal.
5. The bids will be submitted in three parts on the MSTC web portal:
 - a. **Pre-requisites:** Documents to prove compliance of pre-qualification criteria
 - b. **Technical Details:** Proposed system write-up including models of the equipment considered with technical details.
 - c. **Commercial Bid:** This bid comprises of the rates including AMC cost
6. The authorised signatory for the bid (commercial) needs to have a digital certificate with signing and encryption rights.
7. The Bidders must ensure that the Non-disclosure agreement (NDA) signed by the Bidder's Authorised Signatory. Relevant documentary evidence authorizing the authorised signatory to sign must be uploaded. Bank has right to reject the proposals without a signed NDA.
8. The Bidder must submit the Commercial bid inclusive of all applicable taxes for each line item in the relevant format in the concerned Annexure.

9. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
10. Receipt of the bids shall be closed as mentioned in the RFP Schedule.
11. Commercial bids of Bidders qualifying the minimum eligibility criteria and technical specifications only will be opened. Commercial Bid opening schedule will be intimated to all qualified Bidders.

5.2 E-Tendering Registration and Bid submission

1. MSTC Ltd. is providing e-tendering services to the Bank. The Bidder is expected to register themselves on the MSTC Ltd. Ecommerce Web portal. The Bidder is expected to have a Digital certificate with encryption and signing rights. The vendor registration on the MSTC Ltd. Ecommerce Web portal is present on the MSTC website.
2. It is the Bidders responsibility to register on the MSTC Ltd. Ecommerce Web portal and obtain the necessary digital certificate
3. The bank shall upload the entire RFP with annexes on the MSTC Ltd. Ecommerce Web portal (<https://www.mstcecommerce.com/eprochome/rbi/>)
4. The Bidder shall pay fees as indicated in the MSTC portal in order to participate in the Bid.

5.3 Pre-Bid meeting

1. The Bank will schedule a pre-bid meeting after the RFP is issued.
2. Any pre-bid queries can be sent to Premiseshelp@rbi.org.in till the date and time mentioned in the RFP timeline will be formally

responded to and questions/points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, RBI may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.

3. The Bank reserves the right to pre-pone or post-pone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date / venue of pre-bid meeting on the RBI website in advance to submit their queries to the Bank seeking clarification.
4. All points discussed during the pre-bid meeting, will be posted on the RBI & MSTC website.
5. For the pre-bid meeting, Bidders are required to inform the Bank at least a day in advance Premiseshelp@rbi.org.in with participant details such as name, details of electronic devices if any, company name and mobile number and the authorized representatives shall produce the original authorization letter.

5.4 Clarification on the Bid Document

1. For any clarification with respect to this RFP, the Bidder may send an email to Premiseshelp@rbi.org.in. The format to be used for seeking clarification is mentioned in relevant [Annexure H](#).
2. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id as stated earlier. For this purpose,

communication to any other email id or through any other mode will not be entertained.

3. Email for clarification may be submitted to the Bank as per the date and time mentioned in the RFP timelines and clarifications for such queries shall be provided by the Bank or its representative in the pre-bid meeting.
4. Bidders Queries Pro forma (as given in [Annexure H](#) for Bidders queries) should be emailed to the Bank only on the designated email ID (Premiseshelp@rbi.org.in).
5. Bidders should provide their email address in their queries without fail since replies from the Bank will be by emails only.

5.5 Amendments to Bid Document

1. Amendments to the Bid Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the MSTC web portal.
2. The amendments so placed on the MSTC web portal will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Bank may at its discretion extend the deadline for submission of bids.

5.6 Commercial Bid: Applicable only for the qualified Bidders

1. The Bidder must submit the documents on the MSTC Ltd. Ecommerce Web portal.
2. The Non-Disclosure Agreement is required to be signed by both parties i.e. the Bank and the Bidder.

3. Technical Bid:

The technical bid shall contain duly filled up forms/ documents/ EMD/ details of equipment considered and the Commercial Bid Format (Refer [Annexure G](#)).

The above documents need to be duly filled and uploaded in the commercial bid section of the MSTC Ltd. Ecommerce Web portal.

4. The pages of the commercial proposals should be properly numbered.
5. The Bidder should also submit in their response, the details of application/ solution architecture covering the following points:
 - a) Design, Workflow engine, Database, Reporting Tools, Scripting and Other Tools, Front-End, Middleware, Backend, etc.
 - b) Response time for retrieval of documents, maximum document size supported per item
 - c) Work-flow mechanism Specification & Enforcement
6. All the pages of the proposal including annexures, appendices and documentary proofs should be numbered.
7. The bid responses should include Copy of the Bid document along with all clarifications released by the Bank duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English. The email

address and phone / fax numbers of the Bidder shall also be indicated.

8. Only single submission of response to RFP by each Bidder / respondent will be permitted.
9. All responses including commercial bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidder is requested to attach a letter from an authorised signatory attesting the veracity of information provided in the responses in the [Annexure M](#) Confirmation to Deliver. Unsigned responses would be treated as incomplete and are liable to be rejected.
10. The authorised signatories of the Bidder should initial on all pages of the commercial proposals.
11. Submission Checklist should be filled and uploaded.

5.7 Period of Bid Validity

The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

5.8 Acceptance or Rejection of Bid

The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

5.9 Duration and Condition of Engagement

1. Reserve Bank of India shall engage and appoint the successful Bidder to provide services as mentioned in this document and in

consideration of remuneration payable by Reserve Bank of India to the Bidder.

2. The Bidder will do the pilot run by implementing the hardware and software in first phase for Premises' Central Office Department and Belapur Regional Office within 1 month from the date of award.
3. The second phase would be for rest of the 67 locations across India and is to be completed within 6 months from the date of completion first phase.
4. Post go-live (for both the phases), there shall be an acceptance period of 90 days to ensure all bugs are fixed. Subsequently the Bank shall issue an Acceptance Certificate to the Bidder. This shall mark completion of the implementation phase of the Fixed Asset Management solution. Post the Implementation phase, the Bidder is expected to provide 1 year warranty and 5 years of AMC.
5. The Bank will reserve the right to terminate the services of the successful Bidder at any point of the Project (during the implementation phase and post go-live). In such cases the Bank may consider making payment commensurate with the last completed phase.
6. Information collected or provided to the Bidder would be confidential and shall not be used by him for any other purpose. The work/study carried out by the Bidder would be the sole property of the Bank. The successful Bidder will sign a confidentiality agreement with the Bank.
7. At no point should Bidder use the name of the Bank without prior written permission as a reference or to advertise itself in anyway.

5.10 Cost of Proposal

The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or

not. RBI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. If selected, the Bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value. For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

The Chief General Manager-in-Charge
Reserve Bank of India,
Premises Department Central Office, Fort,,
Shahid Bhagat Singh Road
Mumbai - 400001, India.

6. Payment and Taxes

6.1. Payment Terms

a. Software:

80% cost of software will be released after successful commissioning including UAT.

20% cost will be released after successful completion of reconciliation in two offices as stated in RFP as a pilot project.

Cost of software will be paid by Premises Department.

b. Other items

60% of the Total cost of Bill of material will be released on delivery,

20% on successful installation and operation of the total solution in bank. This would also include signing the User Acceptance Test (UAT) document and Service Level Agreement (SLA)/Purchase Agreement by bank.

Balance 20% of the Total cost of Bill of material will be released on first reconciliation report completion

Cost of Other items will be paid by respective office or Dept. where material is supplied.

c. Even though bank is requesting for 6 years TCO in commercial sheet, PO would be raised for licenses only on yearly basis.

d. Payment towards Annual Maintenance will be made on annual basis. The invoice should be submitted at the end of each quarter along with satisfaction report from the concerned users/office for each location.

6.2. Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST Tax, service taxes etc. if any, shall be reimbursed to supplier by RBI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to RBI.

7. General Instructions

Bidders must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by RBI. However, whilst fully complying with the RFP requirements, Bidders are encouraged to provide any suggestions and solutions that may achieve a more cost-effective value-for-money approach to fulfilment of requirements.

1. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this RFP will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this RFP.
2. Any Proposal submitted will be regarded as an offer by the Bidder and not as an acceptance of an offer/proposal by RBI. This RFP does not commit RBI to award a contract.
3. The Bidder, selected for the solution, will have to enter into a contract directly with RBI. The contract will contain various terms and conditions including payment, delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance . All the diagrams, drawings, specifications and other related literature & information, provided by the Bidder for the solution and agreed to by RBI, will also form a part of the agreement.

4. Bidders are required to complete, sign and submit in the required number of copies the formats given in the Submission Checklist as given in [Annexure A](#).
5. Bidders are required to complete and submit the form given in [Annexure M](#) while submitting the proposal.

7.1 General Terms and Conditions

1. The term of this Bidder assignment is for a period of 6 years (1 year warranty & 5 years AMC support) from successful go-live or from the date of acceptance from the Bank or such extended period as may be mutually agreed up on.
2. Adherence to terms and conditions: The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such Bidders will be disqualified and will not be considered for the selection process.
3. Disclaimer: RBI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/person acting on or refraining from acting because of any information including statements, information, forecasts, estimates, projections, etc. contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, etc. on the part of Bank and/or any of its officers, employees, etc.
4. Execution of SLA: The Bidder should execute a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank

5. The Bank may verify the Client Reports submitted and reserves the right to reject in case of falsification of documents.
6. The Bidder should complete the entire implementation within 7 months and for carrying it out, the Bidder is expected to have sufficient man power.

7.2 Language and validity of Proposal

The Proposal, as well as all related correspondence exchanged by the Bidder and RBI, shall be written in English language only. The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

7.3 Escrow

Any document, other than the Contract itself, shall remain the property of RBI and all copies thereof shall be returned to RBI on termination of the Contract. The Bidder shall not, without RBI's prior written consent, make use of any document or information above except for the purposes of performing the Contract. Intellectual Property Rights for all major modules / products developed specifically for RBI will rest solely with RBI.

The successful bidder shall, within 15 Business Days from the receipt of completion certificate from the Bank, deposit the Application in human readable form and such other material, instructions and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to compile or otherwise generate the then current version of the Application supplied to the Bank in escrow, with a suitable escrow agent jointly appointed by the Bidder and the Bank. All costs incurred in connection with the escrow shall be borne by the Bank, other than the travelling and other expense of Bidders Personnel.

Insurance clause:

The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any injury or damage to persons or property 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 Contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, an All Risks Policy Insurance for the full amount of the contract in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the completion of the contract, a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Completion or the Contract a policy of Insurance against such risks and deposit such policy or policies with the Employer. The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence.

In case Contractor fails to take insurance as stated above, the Employer may take insurance and may deduct the premiums paid from any money due or which may become due to the Contractor.

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

The Contractor shall also indemnify and keep indemnified the Employer 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 there from.

7.4 Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify RBI against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. If RBI is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bidder shall also be liable to indemnify RBI, at its own cost and expenses, against all losses/ damages, which RBI may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

7.5 Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- The Bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

RBI reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by RBI if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, RBI reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which RBI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, if for any reason, the contract is cancelled. RBI reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

7.6 Earnest Money Deposit

Bidder will submit demand draft/banker's cheque/pay order drawn in favour of Reserve Bank of India payable at Mumbai towards **Earnest Money Deposit (EMD) for Rs. 450,000/- (Rupees Four Lakhs and Fifty Thousand only)**. The EMD of unsuccessful Bidders shall be returned after award of work respective Bidder. No interest shall be paid on the EMD. The EMD of the successful Bidder shall be returned after the successful Bidder furnishes the Performance Bank Guarantee. Offers made without the Earnest money deposit will be rejected. The amount of Earnest money deposit would be forfeited in the following scenarios:

1. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

2. In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or
3. In case the successful Bidder fails to provide the performance guarantee within 30 days from the date of placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.

7.7 Performance Bank Guarantee

The successful Bidder shall at his own expense deposit with the Chief General Manager-In- Charge, Premises Department, Reserve Bank of India, Mumbai, within thirty (30) days from the final result of the bidding process and declaration of the successful Bidder, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of [Annexure VII](#), for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Bidder. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to RBI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RBI shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee shall be valid till the end of the warranty period, denominated in INR and shall be by bank guarantee or another form acceptable to RBI. Non-submission of Performance guarantee shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

7.8 Partnering with the Original Equipment Manufacturer (OEM)

It will be the sole responsibility of the Bidder to get the proposed technical solution vetted by the OEM as part of the response, if he is not the OEM; and submit a copy of the same to the Bank confirming their partnership regarding the implementation of the project. The Bidder should collaborate with the OEM at all stages of the Solution implementation to the satisfaction of the Bank. The Bidder needs to adhere to the project timelines at all costs irrespective of any constraint being faced by the OEM. The bidder will be responsible for any loss, damage, late-payment, penalty arising out of non-fulfilment of obligations by OEM.

7.9 Force Majeure

The Bidder or RBI shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. If a Force Majeure situation arises, the Bidder shall promptly notify RBI in writing of such conditions and any change thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

7.10 Confidentiality Undertaking and Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract. The Bidder shall submit the confidentiality undertaking given under section in [Annexure D](#).

7.11 Right to alter the Requirements

The Bank reserves the right to alter the requirements specified in the RFP Document. The Bank reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any.

The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further, the Bidder agrees that the price quoted by the Bidder would be proportionately adjusted with such additions or deletions of requirements.

7.12 Contract Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

7.13 Resolution of Disputes

The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

All dispute or differences whatsoever arising between the selected Bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between THE BANK and the Bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India.

The award shall be final and binding on both the parties and shall apply to the purchase contract.

Work under the Contract shall be continued by the selected Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the Bidder shall be withheld on account of the ongoing

arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

The venue of the arbitration shall be at Mumbai, INDIA under the exclusive jurisdiction of the courts at Mumbai, India.

7.14 Delays in the Bidder's Performance

The Bidder should strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable the Bank to resort to any or both of the following:

- Claiming Liquidated Damages
- Termination of the purchase agreement fully or partly and claim liquidated damages.

7.15 Liquidated Damages

The liquidated damages is an estimate of the loss or damage that the Bank may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc.), of the solution by the Bidder and the Bidder shall be liable to pay the Bank a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the purchase contract. Without any prejudice to Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the Bidder either as per the purchase contract, executed between the parties or under any other

purchase agreement/ contract, the Bank may have executed / shall be executing with the Bidder.

Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

The Bank can exercise its choice in imposing financial penalty on the Bidder at 0.25% of the total contract value per week of delay to the maximum of 10% of the contract value for any damages

7.16 Non Negotiability on RFP

The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder should make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Tender will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

The Bidders shall adhere to the terms of this RFP and shall not deviate from the same.

7.17 Other Terms and Conditions

Reserve Bank of India reserves the right to:

1. Reject any and all responses received in response to the RFP without assigning any reason whatsoever
2. Cancel the RFP/Bid at any stage, without assigning any reason whatsoever
3. Waive or Change any formalities, irregularities or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly and publicly notified on RBI's website before the closure of the bid date.
4. Extend the time for submission of all proposals and such an extension would be duly and publicly notified on RBI's website.
5. Share the information/ clarifications provided in response to any queries made by any Bidder, with all other Bidder(s) /others on RBI's website, in the same form as clarified to the Bidder raising the query.
6. The proposed team members should possess the knowledge and necessary experience and should be deployed in the relevant phases as per the requirements of the FAMS Project.
7. The key persons identified for the project should carry out the development from the Bidder's premises, the Bank will only provide a test server during the testing phase.
8. Any clarifications shared as per the date and time mentioned in the RFP time line will be clarified in the same. All clarification requests have to be informed to the email address mentioned above. If the

Bank in its absolute discretion deems that the originator of the clarification will gain any advantage by a response to a question, then Bank reserves the right to communicate such query and respond to all respondents of the RFP.

9. Professionalism: The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.
10. Adherence to Standards: The Bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.
11. No legal binding relationship: It may be noted that no binding legal relationship will exist between any of the Respondents of this RFP and the Bank, until execution of a contractual agreement.
12. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the successful Bidder.
13. The Bank reserves the right to ascertain information from any of the Institutions which the Bidders have rendered their services for execution of similar projects.
14. The Bank shall disqualify any Bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process.

7.18 Expenses incurred by successful Bidder on the project

Expenses: It may be noted that the project office from where the project shall be managed and implemented shall be established in RBI premises and the Datacentres. The Bank will not pay any amount /expenses /charges /fees

/travelling expense /boarding expenses /lodging expenses /conveyance expenses /out of pocket expenses.

7.19 Evaluation and Comparison of Bids

Only bids from Bidders meeting the defined requirements and submitting complete and responsive bids will be processed to the stage of being fully evaluated and compared. The evaluation criteria shall be based on the requirements, stated in this document.

7.20 Notification of Awards

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

The Chief General Manager -in -Charge,
Reserve Bank of India, Premises Department,
5th Floor, Central Office, Fort, Shahid Bhagat Singh Road
Mumbai 400 001

7.21 Authorised Signatory for signing the contract

The selected Bidder shall indicate the authorised signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to

sign the bid documents and bind the Bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

7.22 Signing of Contract

The Bidder shall be required to enter into a contract with Reserve Bank of India, within 15 days of the award of the bid or within such extended period mutually agreed by both parties.

7.23 Vicarious Liability

The Bidder shall be the principal employer of the employees engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees of the Bidder shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder's employees.

7.24 Non Payment of Professional Fees

If any of the items/activities as mentioned in the price bid and as mentioned in Commercial Bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the Bidder in the Price Bid against such activity/item.

7.25 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

7.26 No Employer-Employee Relationship

1. The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees /officers / staff / representatives / personnel / agents.

7.27 Subcontracting

The Bidder shall not subcontract or permit anyone other than its personnel and the parties enlisted in the response to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

7.28 Design Ownership

The ownership of the design for the FAMS specific to the Bank and all related application suites interface designs, customisations design etc., and related

Intellectual Property Right (IPR) will lie with the Bank only. All Bidders will need to adhere to this.

7.29 Other Terms

1. The RFP will be released along with necessary documents through e-tendering mode on the MSTC portal <https://www.mstcecommerce.com/eprhome/rbi/>. Bidder needs to register themselves on the MSTC website (<https://www.mstcecommerce.com/eprhome/rbi/>) Vendor registration manual is present on MSTC website. Bidder needs to have a Digital Certificate with signing and encryption rights. Bidders may direct their registration queries to MSTC only. Post successful registration, Bidder can access the RFP document and related annexures. Bidder can upload their respective commercial bids on the above mentioned MSTC portal. It is to be noted that Bidders will be able to view and access their own bids only.
2. Reserve Bank of India reserves the right to reject any and all responses received in response to the RFP without assigning any reason whatsoever.
3. Bank may at its discretion abandon the process of the selection of Bidder any time before notification of award without assigning any reason whatsoever.
4. During the assignment, the substitution of key staff such as Project Manager, Team Leader etc. identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of RBI by providing other staff of same level of qualifications and expertise. If RBI is not satisfied with the substitution, RBI reserves the right to terminate the contract and recover whatever payments made by RBI to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, RBI reserves

the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by RBI) during the course of assignment.

5. The Bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in selection process will be disqualified.
6. The selected Bidder shall indicate the authorised signatories who can discuss and correspond with RBI, with regard to the obligations under the contract. The selected Bidder shall submit a Power of Attorney copy to discuss, sign agreements/contracts with RBI. The Bidder shall furnish proof of signature identification for above purposes as required by RBI.
7. The Bidder shall be required to enter into a contract with Reserve Bank of India, within 15 days of the award of the tender or within such extended period.
8. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of RBI.

7.30 Proposal Response

Only one Submission of response to RFP by each Bidder / respondent will be permitted.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through

authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures, if any, are to be properly numbered, stamped and signed by the authorised signatory.

At no point should Bidder use the name of RBI without prior written permission to advertise itself.

If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.

All responses including commercial would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by RBI, form part of the final contract between RBI and the selected Bidder.

7.31 Disclaimer

RBI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

8 Bidder's Response

Response format for RFP:

If you intend to respond to this proposal, please follow the given schedule.

<<Time schedule>>

Your proposal must include the contact name for local service and account management team that RBI can call directly.

Address for communication:

The Chief General Manager-in-Charge,
Reserve Bank of India,
Premises Department, 5th Floor,
Central Office Building,
S.B.S Road, For Mumbai – 400001

In case of any difficulty in bid submission, you may contact any of the below mentioned officers of the RBI

- 1) Smt. Shakti Dubey, GM, RBI
Tel no. : 91-22-22610968
- 2) Smt. Sucheta Velhankar, AGM, RBI
Tel no. : 91-22-22634669
- 3) Smt. Maya M Aher, AM, RBI
Tel no. : 91-22-22632595
- 4) Ms. Archana Juneja, MSTC Ltd.
Tel no. : 09990673698

RBI assumes no responsibility or liability for any costs the company may incur in responding to this RFP including attending meeting, visits etc.

Bid Submission:

1) Response Format:

- i) Financial Bid to be uploaded on the portal of MSTC Ltd. against the given Notice Inviting Tender (NIT).

- 2) The bid should be signed by the bidder or any person duly authorised. The signatory should give a declaration that he/she is empowered to sign the tender documents and bind the contract. All the pages of the tender documents except brochures are to be signed and stamped by the authorised signatory.

- 3) The bid should contain interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the persons signing the bid should initial such corrections.

- 4) The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- 5) No columns should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above are liable for rejection.

9 Disclaimers and Disclosures

- 1) The Request for Proposal is not an offer by the Bank, but an invitation to receive response from eligible interested bidders for RFID Asset Management System. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the shortlisted bidder. This document should be read in its entirety.
- 2) RBI reserves the right to:
 - i) Reject any or all the responses received in response to the RFP without assigning any reason whatsoever.
 - ii) Cancel the RFP/Tender at any stage, without assigning any reason.
 - iii) Extend the time if any, for submission of all the proposals and such an extension would be duly communicated by MSTC Ltd. to all the companies.
 - iv) Select the bidder even if a single is received as response
- 3) While all reasonable case has been taken in compiling this response document, the figures, documents and details are presented in good faith and no warranty or guarantee is given by RBI as to the completeness or accuracy of the Responses or any information provided in or in connection with it. To the maximum extent permitted by law:
 - i) RBI, its officers, employees will not be liable in any way whatsoever for any loss, damage, cost or expense arising from the evaluation process;
 - ii) Each Bidder releases and indemnifies RBI from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly or in connection with the evaluation and selection process.
- 4) Bidder is responsible for all costs, expenses or liabilities incurred by them or their behalf in relation to the evaluation process

- 5) Bidder, by submitting a Response, acknowledges that:
- i) It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by RBI in writing.
 - ii) It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information
 - iii) Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future and occur again and nothing contained in its Responses can be relied upon as a commitment, guarantee or representation regarding future events or performance.
 - iv) The successful bidder as conclude shall sign an agreement with RBI and RBI at its discretion may include clauses from the Response submitted.
- 6) The RFP and the selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration and Conciliation Act 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by RBI and Bidder and the two appointed arbitrators then appointing an umpire. The venue of the arbitration shall be Mumbai.

10 Annexure

10.1. Annex I

Company Profile

Sr.No	Items	Details		
1.	Registered name of the company			
2.	Address of the Registered Office	Address Telephone Fax Email	(Details of rows 2 and 3 would 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		
4.	URL of Vendor'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-mai		
7.	Type of Company (Whether Private Ltd. or Public Ltd.) Copy of Certificate of registration should be provided.			
8.	Details of applicable tax Registration numbers (PAN, TIN, GST etc.)			
9.	Financials:	2015-16	2016-17	2017-2018
10.	i Net Profit:			
11.	ii Copies of audited Balance sheet & Profit and Loss A/c for the last three years to be enclosed			
12.	Full address of service Centre at all Metro locations in India			
13.	Name of the Officer- in-charge of the Service Centre, Designation, Telephone No.,			

	Mobile No. , Fax, Email			
14.	Are there any terms and Conditions stipulated by the Bank which cannot be adhered to by the vendor?			
15.	Whether the vendor has a Valid license issued under the Contract Labor Act, 1970? If yes, please attach copy. If not, whether the vendor has been exempted and if so for what reason.			
16.	Whether there is legal action being taken against vendor for any cause in any legal jurisdiction.			
17.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix			

10.2. Annex II

Compliance Matrix

Eligibility Criteria

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

Sr No	Terms and Conditions	Compliance (Yes/No)	Deviation, if any
1.	The Vendor should be a Company Registered under Companies Act and should be engaged in the business of Solutions for RFID based file tracking systems.		
2.	The Vendor should have a minimum turnover equal to net cost of the implementation of FAMS project divided by the number of years equal to implement the project, with net profit during each of the year 2015-16, 2016-17 & 2017-18. Copies of Balance Sheet duly certified by CA to be enclosed		
3.	Vendor should be in the business of providing RFID based asset tracking system at least for the last 5 years. The details should be given in the Annex-V with a copy of customer orders.		
4.	The vendor should have provided RFID based Asset Management System during of the last 2 years The details should be given in the Annex-V with a copy of customer orders.		
5.	The firm should have applicable tax registrations (PAN, TIN, GST, etc.) supported by documentary evidence.		
6.	The vendor should have an office or its partner's office at all metros in India		
7.	The vendor should have adequate technical staff at RBI locations across India with expertise, certifications for dealing in RFID based asset management solutions. Details to be indicated in Annex III		
8.	The vendor should have Service Centre at all RBI locations equipped with adequate technical staff and equipment for repair work so as to ensure at		

	least 99% uptime. Details of Service Centers should be indicated in Annex-IV.		
9.	All Other Conditions		

- All documentary evidences are required to be submitted with Commercial Bid.

Signature

Name :

Designation :

Place :

Date :

10.3. Annex III

Details of Service Engineers

Sr No	Engineer Name	Details of Educational qualification	Documentary evidence*	No of years With the Vendor	Documentary evidence*

* A copy of each of the Documentary evidence mentioned above should be attached with Commercial Bid.

10.4. Annex IV

Details of the Service Centres across India

Sr. No.	List of Service centers across India	Since when Service center is operational	No of engineers at Service center	Skill Sets of the engineers	Experience Of the Engineers	Remarks
1						
2						
3						

10.5. Annex V

List of RFID based File Tracking Solutions assigned to the vendor during the last three years.

Sr No.	Name of work & location		Period	Nature of work involved in the contract	Contact Official details and Complete address of Client	Contract Amount	Completion period Scheduled /Actual	Whether the work was left incomplete or contract was terminated from either side. If yes, Give full details	Any other relevant information including reason, if any, for delay in completion of work
1									
2									
3									
4									
5									

10.6. Annex VI

Undertaking/ Certificate of Indemnity

(To be submitted on the letterhead of the Company)

//Address

Dear Sir,

RFID based Asset Management System for Premises Department RBI

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

1. We accept all the terms and conditions for submitting quotation as mentioned in the said tender.
2. We hereby certify that no terms and conditions have been stipulated by us in the Commercial Bid.
3. We warrant that the 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.
4. We shall adhere to IS Policy guidelines of the Bank.
5. We shall abide by the requirements of the Sexual Harassment of Women (Prohibition, Prevention & Redressal) Act 2013.
6. We shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act as per the

Central Government, Workmen's Compensation Act, 1923, PF/ESI Act and other labour laws prevailing in the country.

Yours faithfully,

Signature

Name

Designation :

Place :

Date :

10.7. Annex VII

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

//Designation and Address

Dear Sir/Madam,

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Vendor”) in terms of their contract with you for **“RFID based Asset Management System for Premises Department RBI”**

as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ___ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the said Contract and in the event of the Vendor making any default or default in carrying out any of

the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Vendor.

2. Notwithstanding anything to the contrary, your decision as to whether the Vendor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period of the said Contract and after the vendor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or

extend the time of performance of the Vendor or to postpone for any time or from time to time any of your rights or powers against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Vendor or any other forbearance, act or omission on your part or any indulgence by you to the Vendor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Vendor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Vendor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as

aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and vendor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____(INR _____only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we

shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

**For & on behalf of
(Banker's Name & Seal)**

BRANCH MANAGER (Banker's Seal)

Address _____

10.8. Annex VIII

Indexation formula for calculating the AMC/ FMS (One year after Comprehensive Warranty Period):

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

$$A = B \{ 15 + 85 \times (CPI_c / CPI_p) \} \times 1/100$$

where

A = The hardware maintenance percentage (%) amount for the current year. B = The hardware maintenance percentage (%) amount for the previous year.

CPI_c = Consumer Price Index for Industrial Workers for all India for the month to be specified in tender document, generally based on index 6 months prior to the commencement date of contract for the current year.

CPI_p = Consumer Price Index for Industrial Workers for all India for the month to be specified in tender document, generally based on index 6 months prior to the commencement date of contract for the previous year.

Annexure A: Submission Checklist

Submission Checklist for Commercial Bid

The following documents need to be provided by the Bidder for the Commercial Bid separately.

Commercial Bid Documents	Submitted (Bidder)	Verified (Bank)
Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>
Compliance Certificate Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>

Annexure C: Statement of Deviation from RFP

(On the letterhead of Bidder)

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Annexure No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Place:

Date:

Signature of Authorised signatory with seal to sign the Bid for and on behalf of

Annexure D: Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

The Chief General Manager – in- Charge
Reserve Bank of India
Premises Department
11th floor, Central Office, Fort ,Shahid Bhagat
Singh Road,
Mumbai – 400 001, Maharashtra,
India

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for implementation of Auditor Allocation System across designated departments of Reserve Bank of India (RBI), we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to RBI and its business that is provided to us at any time before , during or after the implementation of ASSET MANAGEMENT.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and

confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for implementation of ASSET MANAGEMENT across RBI;
 - With your prior written consent,
 - To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.

7. This undertaking shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person.

Yours sincerely

Signature and Stamp of Company

[Authorised Signatory (same as signing the proposal) - Implementation Partner]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms.

**Annexure E: Self Declaration Sexual Harassment of Women at Workplace
(Prevention, Prohibition and Redressal) Act, 2013**

(On letterhead of the Bidder)

Strictly Private and Confidential

The Chief General Manager – in- Charge
Reserve Bank of India
Premises Department
11th floor, Central Office, Fort ,Shahid Bhagat Singh Road,
Mumbai – 400 001, Maharashtra, India

[Date]

[Salutation]

Sub: Request for Proposal for Implementation of ASSET MANAGEMENT Application at Reserve Bank of India.

Further to our proposal dated....., in response to the Request for Proposal for Implementation of ASSET MANAGEMENT Application (hereinafter referred to as “RFP”) issued by Reserve Bank of India (hereinafter referred to as “RBI”) we hereby covenant, warrant and confirm as follows:

1. Full compliance with the provisions of the “the sexual harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against any of our employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under said Act in respect to the complaint.

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Annexure F: Experience Details

(On letterhead of the Bidder)

Part A

Experience of the Applicant of implementing ASSET MANAGEMENT like solution

Sr No	Sector	Name, Address and Contact details of the clients	Name /Description of the Product	Month and Year of the order	Period of Implementation		Period of Warrant y / AMC	Remarks
					From	To		
1								
2								

Annexure G: Price Bid Format

(On letterhead of the Bidder)

Specification / Pricing format for Price and Commercial Bid for Asset Management Software
--

Serial No.	Particulars	Quantity	Rate per Unit (in Rupees)	Cost (in Rupees)
A - A Complete RFID Asset Management and Tracking Solution Software				
1	Application Software Cost (including Customisation, Development, Deployment, Migration and implementation Cost)			
2	Comprehensive Administrative and User Training			
B - Hardware Requirement				
1	RFID Mobile Handheld Reader	68		
2	RFID Printer	68		
3	RFID TAG for electronic objects	30000		
4	RFID TAG for non-electronic objects	70000		
C - New Asset Tagging & Acquiring of Asset Information, Data Entry and First Time RFID scanning				
1	First time tagging and Data Capture The information capture during the Tagging of Asset will be RBI Inventory No. RFID Code No. Article Description Status (live or written off, etc) Locations (Building/Dept/Section/Floor)		Rate per label (in Rupees)	

2	Data Entry in software The asset information gathered should be duly entered as follows in Data Entry Software RFID Code No. RBI Inv. No. (if present & visible on Asset) Article Description Account Head Category Sub-category Status (live or written off, etc) Location			
3	First-time RFID Code Scanning of New Assets RFID code New Asset will be RFID-code scanned location-wise & Department wise and Data downloaded to Software		Rate per label (in Rupees)	
D - Annual Maintenance Cost (AMC)				
1	Annual Maintenance Cost of Software component			
2	Annual Maintenance Cost of RFID Mobile Handheld Reader			
3	Annual Maintenance Cost of RFID Printer			
2	Please refer to Annexure M for NPV Calculation			
	Total Cost of Ownership (TCO) - A+B+C+(D * Multiplying Factor)			
	Taxes			
	Grand Total (TCO + Taxes)			

Total Cost of Ownership in Figures & Words (inclusive of Taxes)

The fees payable by RBI to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source

("TDS"), as applicable. Any variation in Government levies/ GST/ VAT/ cess/ excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.

Authorised Signature

Annexure I: Format Authorization Letter from OEMs

Authorization Letters from OEMs

(To be issued by the offered manufacturers of RFID scanner, printer, separately)

Date:

To

Subject: Authorisation Letter to M/s _____ for the participation in the bid for Fixed Asser Management system in Bank's offices buildings

Dear Sir,

We _____, (name and address of the manufacturer) who are registered entity under Indian Companies Act 1956, w.e.f. _____ and manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipments / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 8 years from the date of this letter. Also we will ensure necessary service support to the above equipment in case the authorize dealer fail to provide.

Yours faithfully,

For and on behalf of

M/s _____(Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer.

Annexure J: Format of Banker's report

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm
3. Turnover and Net Worth of the firm for the last 3 financial years (year wise)

Year	Turn Over	Net worth

4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.225 Lakhs.

(Signature)

For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure K: Format of Client's Report

FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client :

Details of Works executed by _____:

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

1	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/ Satisfactory /poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the Bidder go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
1	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/Good / Satisfactory/ poor
	b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/ poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/ poor
	d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/ poor
	e) General behaviour	Outstanding/Very Good/Good/ Satisfactory/ poor

Note : All columns should be filled in properly

Reporting Officer* with Office seal

* countersigned”

*Officer of the rank of executive engineer or equivalent.

Annexure L: Evaluation of Tender through NPV calculation

The tenders will be evaluated based on Total cost of ownership (TCO) which will include the net capital cost (C) quoted for the system including one time charges for fixing the RFID tags and reconciliation and the rates quoted for comprehensive Annual Maintenance Contract (A) per year for a period of 5 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of AMC amount, a multiplication factor (F) will be computed as per the following parameters:

(a)	Discount factor	8% per annum
(b)	Annual Escalation in AMC	5% per annum
(c)	Period of AMC	5 years
(d)	Payment terms of AMC	Half yearly payment after satisfactory completion of the service

Net Capital Cost C = Quoted Capital cost less buyback of existing equipment

Total Cost of Ownership (TCO) = C + (F x A) where multiplication factor is F = 4.13

Annexure M: Form for Bidder

Bidders have to fill the form

Sr. No	Description of item	Bank's requirement	Confirmation by the Bidder
1	Tender conditions	Bank may not consider any changes in terms and conditions of the tender	Accepted /not accepted
2	Date of commencement:	10th day from date of issue of work order.	Accepted /not accepted
3	Date of completion:	3 [three] Calendar Months.	Accepted /not accepted
4	Defects Liability Period:	12 Months from the date of Virtual completion.	Accepted /not accepted
5	Rate of liquidated damages:	0.25% of accepted tender amount per week subject to maximum 10% of accepted tender amount.	Accepted /not accepted
6	Performance Bank Guarantee:	10% of accepted tender/contract amount on award of work	Accepted /not accepted
7	Release of EMD	Released on submission of performance guarantee of 10%	Accepted /not accepted
8	Value of works for interim certificates:	R 8.00 lakh.	Accepted /not accepted
9	Retention percentage:	5% from every bills.	Accepted /not accepted
10	Period of honoring certificates of payment.	1 month for running a/c bills and three months for final bills	Accepted /not accepted

11	Release of retention money	After Defect liability period of one year	Accepted /not accepted
12	Interest for delayed payment:	3% per annum.	Accepted /not accepted
13	Make of material	As indicated in tender or as per approval of Bank's Engineer if no specific make is indicated	Accepted /not accepted
14	Site specific requirement	Approvals of local bodies, if any to be taken by the bidder	Accepted /not accepted

Deviations if any,

Sr.no	Type the deviations