

TENDER NOTICE

*Comprehensive Annual Maintenance Contract (AMC) for Computer Hardware and its Peripherals at Branches and Offices of Indian Bank
Zonal Office-AGRA for period 01.07.2023-30.06.2024*

Tender Ref No ZOAGR/IT/AMC/2023-24/NF-23 dated 13.06.2023

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SECTION-II INVITATION FOR BIDS (IFB)

1. Indian Bank, Zonal Office Agra invites sealed bids (Technical and Commercial) for AMC of computer items like Desktop PCs, Printers, other Peripherals etc. for the period of one (1) year, which may be extended at the discretion of the purchaser.
2. Branches and Offices to be covered under the AMC are about 62, spread across nine (09) districts i.e Agra, Hathras, Aligarh, Mathura, etawah, Farrukhabad, Mainpuri, Etah, Firozabad.
3. In this connection, sealed Technical bids and Commercial Bids are invited from eligible bidders for the Maintenance of the items in the following categories-

Sl.No	Category	Items covered
1.	Computer Hardware And Peripherals	PC, PassBook Printer, Laser Printer, Flatbed Scanner, High Speed Scanner, etc.

4. Complete tender document is available on our website for download.

5. The details are as under:

Sl. No.	Items	Details
1.	Tender/Bid Ref No	ZOAGR/IT/AMC/2023-24/NF-23 dated 13.06.2023
2.	Price of RFP (Non-Refundable)	Rs.500/-
3.	Last Date & Time of Submission of bids (Both Technical and Commercial)	28.06.2023 at 15.00 Hrs IST
4.	Date and Time of Opening of Technical Bids	28.06.2023 at 17.00 Hrs IST
5.	Date and Time of Opening of Commercial Bids	To be notified subsequently to the technically qualified Bidders
6.	Place of submission and opening of Bids	Department of Information Technology, Indian Bank, Zonal Office Agra, shop no 12 First Floor, The Cross Road Mall, Pt. Deen Dayal Upadhyay Puram Sikandra Road Agra 282007 (U.P.) Phone-05622650700 Email Id: zoagra@indianbank.co.in
7.	Bid Validity	90 days from the date of submission of bids

8. This is a Two Bid System tender, wherein the bidder is required to submit Sealed Technical bid & Sealed Commercial Bid in physical form within the stipulated date and time at the aforementioned address.
9. Technical Bids will be opened in the presence of the Bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and

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the Commercial Bids of technically qualified Bidders will be opened on separate date and time which will be notified separately.

10. MSEs (Micro and Small Enterprises) are exempted from paying the Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, the provisions as per Government of India shall be considered while evaluating the tender.
11. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.
12. Indian Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
13. In case of any discrepancy noticed within the Tender Document at a later stage, the discretion of the Bank shall prevail and be binding on the Bidder.
14. **Disclaimer**
 - i. The Tender document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the evaluation process detailed in the Tender.
 - ii. While this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses should be based on the total understanding of the document.
 - iii. The responses should be comprehensive enough to cover the requirements envisaged in the document and all supporting Annexure. The Bidder is advised to consult the Tender document and all its supporting Annexures to arrive at a solution for proposing to the Bank, and in developing technical and commercial responses.
 - iv. The Tender for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements / scopes and the same will be communicated to the Bidders well in advance so as to allow the Bidders sufficient time to prepare their proposal.


 Zonal Manager
 Indian Bank, Zonal Office, Agra





SECTION II- INSTRUCTION TO BIDDERS (ITB)**1. Introduction**

The Bidder is expected to examine all instructions, forms, terms and conditions etc given in the Tender Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. Existing Setup:

At present, bidder/s are required to provide onsite AMC for the computer hardware items of 63 no of Branches/Offices which are spread over ten (09) districts i.e. Agra, Hathras, Aligarh, Mathura, etawah, Farrukhabad, Mainpuri, Etah, Firozabad. The approximate/tentative inventory of items are as detailed under:

S.No	Description	Qty*
1	Desktop PC	300
2	Passbook Printer	66
3	Laser Printer	114
4	High Speed Scanner	63

*Approximate

3. ELIGIBILITYCRITERIA:

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
1.	Bidder should be a Registered entity / Company in India for a minimum period of 3 (Three) years as on 31.05.2023. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
2.	The Vendor should be an ISO certified company in respect of rendering of support/ maintenance services.	ISO 9001:2015 or Above
3.	The vendor must have a centralized web based/ e- mail/telephonic call logging system.	Complete Details of Call Logging System and Procedure to be submitted
4.	Bidder should have an average annual turnover of more than INR 30Lakhs in each of the last three financial year (i.e. 2020-21, 2021-22, 2022-23). Further, their net profit should be positive in the last three financial years and their net worth should also be positive in each of the last three financial	Certificate duly certified by the Chartered Accountant and details as per Annexure - 2

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Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
	years. This must be the individual company turnover and not of any group of companies/subsidiaries.	
5.	The bidder should have three (03) years of experience (during 2022-23) of providing AMC of following items in at least one Scheduled Commercial Bank* (of at least 1000 branches)/PSU/Financial Institution/ Govt. Departments. 1. Desktop PCs- 500 2. Statement/Laser/Passbook Printers- 50 3. Flatbed/ High Speed/ CTS Scanner-40 *Other than Indian bank ZO Agra.	Performance Statement as per Annexure-3 along with Customer credential
6.	The bidder should have service support center in Agra, Aligarh, & etawah to cover our 61 branches/offices. And minimum 20 nos of permanent/resident service engineers on its payroll. For this project, selected bidder should have atleast one engineer in all our districts to provide services on time & dedicated one engineer for our zonal office agra. The engineers should have minimum 2 years of working experience in nationalized banking branch support and should be competent enough to resolve the basic hardware/ software issues.	Details of service support center and engineers (District wise) as per Annexure-4
7.	The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions and not have been insolvent / bankrupt on the date.	Bidder should submit an Undertaking (To be submitted as Annexure -10).
8.	The Vendor will not subcontract or permit anyone other than THE VENDOR personnel to perform any of the work, services or other performance required of THE VENDOR under the Contract without the prior written consent of the Bank.	Declaration to be submitted.

4. Bid Security (EMD):

- 4.1 The Bidder(s) must submit Bid Security of Rs.10,000/- (Rupees Ten Thousand only) at the time of submission of the technical bid in the form of DD/BG/BG, acceptable to the Bank,

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in favor of Indian Bank payable at Agra, on which no interest will be paid by the Bank. Non-submission of Bid Security will lead to outright rejection of the Offer.

The Bid Security may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (90 days from the date of submission bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of agreement and/or conceals or suppresses material information; and / or
- c. In case of the successful Bidder, if the Bidder fails:
 - To sign the agreement in the form and manner to the satisfaction of THE BANK.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of THE BANK.

5. **Two Bid System:**

Bidders are required to submit the Sealed Technical Bid along with sealed commercial bid in physical form on or before the last date and time mentioned in Tender.

The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

The tender offer should be submitted, in one sealed envelope super-scribed 'Tender for AMC of Computer Hardware in Indian Bank, Zonal Office, Agra, which in turn should contain two sealed cover super-scribed as **Envelope I-(Technical Bid)** and **Envelope II- Commercial Bid**.

ENVELOPE - I - Technical Bid

The Technical Bid should be completed in all respects and should contain all information asked for in the exact format given in the Tender, except prices. The Technical Bid must not contain any price information. The Bank, at its sole discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

The Technical bid must be made in an organized and structured manner in the following form:

- a. Bid Form as per Annexure-1
- b. Bidder's turnover and profit as per Annexure-2
- c. Performance Statement along with Enclosures as per Annexure-3
- d. Self-certified details of Service support centres, Engineer on payroll and escalation matrix as per Annexure-4
- e. Valid DD/BC or Bank Guarantee as BID SECURITY as per Annexure-7
- f. Copy of Registration certificate of the bidder's company / firm signed by authorized signatory.
- g. Self-Declaration on Black Listing as per Annexure-9
- h. Signed and stamped tender document (each & every page)
- i. Any other documents deemed necessary.

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ENVELOPE - II - Commercial Bid

The Bidder should submit **Commercial Bid (strictly as per Annexure - 6)** with the prices.

6 Bid Opening and Evaluation of Bids:

The purchaser will open only the Technical Bids as per the schedule mentioned in Tender. The Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. The Bank will notify the date and time of opening of the Commercial bids to the technically qualified bidders.

6.1 Technical Bid Evaluation

The opened technical Bids will be evaluated by the Bank on the basis of Completeness of the Technical bid (including eligibility criteria, Annexures etc.) in all respects and availability of all information/details.

6.2 Commercial Evaluation

6.2.1 The Bids of technically qualified bidders will be commercially evaluated by the Bank.

6.2.2 Commercial bid should not have any alteration or overwriting.

6.2.3 Evaluation of all eligible bidders will be done in Indian Rupees only. Evaluation will not be based on any conditional / additional discount.

6.2.4 For commercial evaluation, **Total Bid Price (AMC Cost for all the items for one year)** quoted by bidder in its **Commercial Bid (Annexure-6)**, will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid & Ranking of bidders will be done accordingly.

6.2.5 The bidder quoting the lowest **Total Bid Price (AMC Cost for all the items for one year)** in its commercial bid will be declared lowest bidder (L1 Bidder) & subsequent ranking of the other bidders will be done accordingly.

6.2.6 Bank intends to select one/single (01) vendor for providing AMC Services to the Branches/offices, as per the below clauses:

- L1 bidder will be selected by the Bank and AMC of all Hardware items will be allotted to the L1 bidder, during the AMC Period. L1 bidder has to provide one resident engineer (who will be deployed at Zonal Office Agra) and details of engineers those will be available in mentioned nine districts to attend the calls. The resident engineer has to provide telephonic support to branches as well as log calls to his company and maintain proper record of calls attended and turnaround time.
- In case L1 vendor fails to fulfill any terms & conditions as mentioned in RFP/tender, Bank has right to reject the award given to L1 vendor and after that Bank may provide opportunity to L2 vendor.

6.3 Clarification of Bid

To assist in the scrutiny, evaluation and comparison of offers the purchaser may, at its discretion, ask some or all bidders for clarification /compliance of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. If the

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clarification/compliance sought by the Bank from the bidder is not submitted within the stipulated time period specified to the bidder, The Bank reserves the right to disqualify the bid of that bidder as "non - responsive".

6.3.1 Arithmetical errors will be rectified on the following basis.

"If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected."

6.3.2 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Indian Bank reserves the rights for such waivers.

7. TAXES AND DUTIES:

7.1 The Vendor will be entirely responsible to pay all taxes including corporate tax and income tax, duties, license fees, octroi, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.

7.2 GST and other taxes which will be applicable on the finished goods, should be clearly mentioned separately which will be paid by the Bank on actual basis on production of proof.

8. Notification of Award

- i. After completion of Evaluation of bids, the Bank will notify the successful bidder/s in writing by letter/email, that its bid has been accepted.
- ii. Within 7(Seven) days of Notification, the bidders shall sign and date the AMC Agreement and return it to the purchaser along with the required performance Security.
- iii. Upon the successful bidder's furnishing of performance Security, the Bank will notify each unsuccessful bidder and will discharge its bid security.

9. Performance Security

The selected Bidder/s are required to provide a Performance Security in shape of PBG/DD/BC, within 7 days from the date of selection, for a value equivalent 3% of total AMC of the Zone. The PBG should be valid for One (1) year plus 45 days. The Performance Security shall be denominated in Indian Rupees and shall be issued by a Public / Private Sector Bank in India (Other than Indian Bank), acceptable to the Bank.

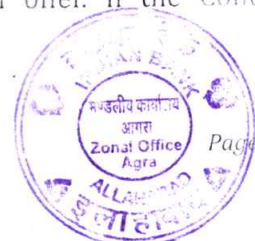
In case the selected Bidder fails to submit performance security within the stipulated time, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice.

Bank shall invoke the performance security in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in providing the services as per the agreed terms & conditions.

10. Period of Contract

The period of contract shall initially be for a period of One (1) year, which may be renewed for further period of one year or less, at the discretion of the Bank, on the same terms and conditions of the Tender & Commercial offer. If the Contract is

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extended, bidders have to submit the Performance security (BG) upto the extended period.

11. Confidentiality

The vendor will be exposed to internal business information of the Bank, affiliates, and/ or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.

12. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

13. Bank's right to accept or reject any bid or all bids

Bank enforces the right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

14. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any 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.

15. Patent Rights

The Service provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

16. Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.

17. Performance Review

Bank will review the AMC services provided by L1 vendor during first three months since notification of award. If vendor fails to provide satisfactory services then Bank will reject/cancel the Tender agreement of L1 vendor and process further with L2 vendor.

Ans.



ANNEXURE 1 - BID FORM**Ref No.: ZOAGR/IT/AMC/2023-24/144** **Date: 06.06.2023****The Zonal Manager****Indian Bank**

Zonal Office, Agra

Having examined the Tender (Ref. No. **ZOAGR/IT/AMC/2023-24/144** dated **06.06.2023**) including all Annexure, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide AMC Services in conformity with the said Tender in accordance with the Schedule of prices indicated in the commercial offer and made part of this bid.

I/We agree to abide by this bid for the period of **90 days after** the date fixed for opening of Technical bid, by the Bank, through the referred Tender or any of the addenda and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal agreement is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contact, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We agree that the Bank will have Single Point of Contact with us, at the address stated below, for the entire services to be provided by us in case our bid is accepted.

Name & Address of the Bidder's Official for Single Point of Contact:

.....

.....

We understand that the bank is not bound to accept any/all the bids the bank may receive.

Dated this _____ day of _____ 2023

(Signature)

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Vendor) _____

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Annexure 2 -Bidder Turnover & Profits
(To be submitted on the letter head of the Bidder)

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years:

Sr. No.	Financial parameters of the bidder Business Results	Annual Turnover (INR)	Net Profit / (Loss) (INR)	Net Worth (INR)
1	2020-2021			
2	2021-2022			
3	2022-2023			
	Only Bidder company / Firm audited figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	(Mention the above amount in INR only)		

Certified By:
(Chartered Accountant)

Seal & Signature of authorized signatory
(For Bidder)

Place:

Date:

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ANNEXURE - 3 - PERFORMANCE STATEMENT FORMAT (FOR A PERIOD OF LAST ONE YEAR)

Name of the Bidder: _____.

Name and the Full Address of The Purchaser	Order Number and Date	Description and Quantity of ordered items	Value of Order	AMC Period

Attach copy of Purchase Orders & credential letter.

Place:

Date:

Seal & Signature
Authorized Signatory

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ANNEXURE-IV**DETAILS OF SERVICE CENTER/ ENGINEERS DETAILS/ ESCALATION MATRIX**

**Detail of service/ support centre directly owned by the Company / firm in and around
Agra, Hathras, Aligarh, Mathura, etawah, Farrukhabad, Mainpuri, Etah, Firozabad**

Sl no	DISTRICT/ CITY	Complete Postal Address of service/ support center	Name and Contact details of Center Head

**Engineer details (Minimum 20 no of Permanent/ Resident service engineers on its
payroll)**

Sl No	District	Engineer's Name	Qualificati on & Technical Skills	No of Year of Experience with Firm (supporting document)	Mobile No	Address
1						
2						
3						

ESCALATION MATRIX

Service- Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phon e No.	Mobile No.	Fax	Email Address
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					

Place:

Date:

Seal & Signature
Authorized Signatory



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ANNEXURE-V
STANDARD AMC AGREEMENT
(ON NON-JUDICIAL STAMP PAPER)

(Agreement with Vendor for Annual Maintenance)

This agreement made the ----- day of -----between Indian Bank a body corporate constituted under the Banking Companies Act, (hereinafter called "Bank") which expression/shall include its successors and assigns and

VENDOR M/s _____

hereinafter called the "BIDDER" has agreed to provide and Bank has agreed to accept from the company, to provide comprehensive onsite AMC support/services in response to Bank's Tender Ref No. _____, subject to the Bank paying charges to the company on the following terms and conditions:

1. COMMENCEMENTS AND TERM:

- 1.1 This agreement is effective and valid from ----- to -----with an option with the Bank to extend the contract for a further period of One Year or less on the same terms and conditions.
- 1.2 Upon termination or after expiration of this agreement each party shall forthwith return to the other all papers, materials and other properties of the other held by each for the purpose of execution of this agreement as may be necessary for the orderly non-disrupted business continuation of each party.

2. Payment terms:

The charges payable by Bank to the company for the AMC described herein will be the AMC quoted or agreed by the company in its bid in response to the Tender and no additional charges whatsoever should be claimed by the vendor. The unit wise AMC finalised price/s are detailed as under:

Item	AMC amount per unit per year	No of units	Total AMC amount of all the units for one year

The charges shall be payable quarterly on arrear basis i.e., after each three months AMC period, as on actual (the exact hardware items maintained during the period) on submission of invoices, preventive maintenance & satisfactory report signed and stamped by the branches by the company for payment due in accordance with this agreement accompanied by all the requisite papers.

The bidder is required to submit satisfactory service support report from the end user branches along with the payment bill as said herein above. The bidder is required to submit the quarterly preventive maintenance reports of all the Hardware items at every site, duly signed and stamped by the concerned branch as well as the engineer, along with the payment invoice.



The AMC charges shall be made promptly by the Bank within one month, from the date of submission of invoice, subject to submission of satisfactory report(s) from the branches, by the bidder.

3. WORKINGHOURS

The maintenance services shall be rendered on all days subject to the Bank's requirement to keep the equipment in good working condition and order. The service consists of corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment.

4. RELOCATIONOFSYSTEMS

During the maintenance agreement in force, the Bank may relocate the system and keep the Bidder informed. In case of relocation of equipment, transport and other incidental charges will be borne by Bank. The list of branches provide data annexure'10' is therefore an indicative list of present branches. The Bank may, in future, decide to open more branches and in turn decide to relocate the Hardware elsewhere; the hardware so shifted would be covered by this contract.

5. EXCLUSIONS

The maintenance agreement does not include:

- i. Electrical work external to the equipment or maintenance of accessories, attachments machines or other devices.
- ii. Damage resulting from accidents, fire, lightning, cost of repair or replacement due to these factors. These will be charged for labor as well as parts.

6. TERMINATION FOR CONVENIENCE

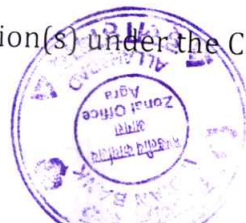
The Bank, by 30 days written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

7. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Service provider, may terminate this Contract in whole or in part :

- a) If the Service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or
- b) If the Service provider fails to perform any other obligation(s) under the Contract.

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- c) If the Service provider, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

8. JURISDICTION/ARBITRATION

In case of any dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion and if not resolve then in accordance with and subject to the provision of the Indian Arbitration Act 1940 and only the Courts of Agra shall have jurisdiction in all matters arising out of or connected with this agreement. Further, this agreement is subject to laws of India only.

9. FORCEMAJEURE:

The Successful bidder shall not be liable for forfeiture of its performance security, penalty, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. LIABILITIES&INDEMNITIES

The Bidder represents and warrants that the repair and maintenance of products hereby do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The Bidder agrees that it will and here by does, indemnify the Bank for many claim, directly or indirectly resulting from or arising out of any breach or claimed breach.

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11. CONFIDENTIALITY

The Bidder acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement of the performance, hereof, consists, of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to Bank. The Bidder agrees to hold such material and information in strictest confidence not to make use there of other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The Bidder shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

12. OTHER TERMS AND CONDITIONS

The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

13. SCOPE OF Work and SERVICES

- 13.1 Selected Bidder/s have to provide one dedicated service engineer (FM) at Banks Zonal Office on all working days for normal office working hours who shall coordinate with the branches regarding the Maintenance/ service-related issues and also responsible to lodge/ follow-up the complaints on its' companies portal/Toll free number on behalf of the branches till the complete resolution. In case of the above engineer's non-availability, Bidder will provide back-up engineer arrangement. No separate charges will be paid by the Bank.
- 13.2 All call should be attended within one business day.
- 13.3 Bidder has to attend the complaints related to:
 - 13.3.1 The vendor will be required to provide maintenance for Hardware items, operating systems, installation or re-installation of operating systems along with OS service packs and critical patches, installation of application software like MS-Office, Anti-Virus, Biometric software, Adobe, NAC agent, eKYC etc., installation and configuration of peripherals like PCs, Passbook Printer, Statement printers, Laser Printers, Servers, Scanner/ CTS scanner etc. with CBS as required by the Bank from time to time & require assistance in data recovery.
 - 13.3.2 In case, if the problematic item is in warranty contract, then the vendor should lodge call with the respective vendor or OEM and should follow up with them to rectify the issue within Turn-around time (TAT). However, TAT penalty will not be applicable if the AMC or Warranty contract vendor is of another company/ OEM.
 - 13.3.3 Bringing PC into the Bank's Domain after reinstallation of PC.
 - 13.3.4 Configuration of IP address and establishment of connectivity with LAN/WAN
 - 13.3.5 Browser configuration for application/s.
 - 13.3.6 Configuration of Email.
 - 13.3.6 Creating shortcuts etc as per the requirements of the user.
 - 13.3.7 Restoration of the data backup.



13.3.8 Installation of other software / patches related to banking operation.

13.3.9 Installation of Server/ Oracle as per Bank's requirement.

14. PENALTYFORDOWNTIME:

14.1 The maximum permissible downtime for any equipment is 24 hours. In case an item is not usable beyond the maximum permissible downtime the Vendor will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired.

14.2 Failure to meet the above standards of maintenance will be liable for a penalty of Rs.500/= for any equipment (other than Server) per day per item, maximum up to 10% of annual AMC cost of respective branch. The amount of penalty will be recovered from maintenance charges payable for subsequent quarter or bank guarantee held with the Purchaser.

15. Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. Comprehensive AMC for the printers should cover all parts including fuser assembly set /power cables/ connecting cables except printer head/ toner/ cartridge / plastic parts. (Computer means CPU as well as monitor.) The vendor is required to maintain sufficient spares in their local offices in each district so that there is no delay due to non-availability of parts or replacement parts being indented from bidder's central office.
16. The selected bidder has to perform physical verification of all the hardware items covered under AMC for this Tender and affix stickers (With Name of Successful bidder, AMC period, Contact Details for call logging) on every PC & printer etc. The bidder has to provide complete Hardware Inventory (including the items in warranty) (both branch-wise and consolidated) within 15 days from the start of the AMC contract from all the branches/Offices in the Banks agreed format. Based on re-assessment, the number of hardware items may be increased or decreased during the period of the Contract which may be included or excluded from the list. The assets can also be shifted from one location to another location and the vendor providing maintenance support shall continue the support for such items, on being informed by The Bank. In case of any change in quantity of Hardware, the successful bidder has to provide support at the same rate finalized in this Tender.
17. Preventive Maintenance (PM) of all the hardware items is to be done at least once in a quarter and consolidated report of the same signed by the branches should be submitted to Zonal Office IT department at each quarter end. The payment will be released only after the submission of PM report.
18. Vendor should submit the daily branch-wise report of the logged/ attended/ closed/ pending calls. They should also submit the cumulative monthly report of all the calls logged/ attended/ closed/ pending during the month without fail.
19. The vendor should train the engineers regularly as per bank's requirement.
20. No charges will be payable for the movement of engineer from one location to another for attending to service calls.
21. No charges will be payable for carrying the spares/equipment from site to Bidder's Work and back.

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22. Performance Obligation

- 22.1. All Calls have to be attended within one working day.
- 22.2. AMC vendor should keep sufficient spares at their office or at our Zonal Office and should provide replacement parts including motherboard, hard disks, SMPS/Power supply, RAM, monitors, print head, logic card, LAN card etc. within two (2) working day.
- 22.3. If the systems could not be rectified within two (2) working days, standby systems with equal or higher configuration should be provided on next working day.
- 22.4. If Standby system is provided, then the faulty system must be repaired or replaced with equal or higher configuration within seven (7) working days excluding the day of reporting.
- 22.5. Violation of performance obligation can trigger invoking of the vendors performance security.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Signed, Sealed and Delivered by the

Said _____ (For the Bank)

In presence of

Signed, Sealed and Delivered by the

Said _____ (For the Company)

In presence of



[Handwritten signatures in blue ink]

ANNEXURE-VI
Commercial Bid Format

Tender for the Onsite Comprehensive AMC of Computer Hardware at Indian Bank, Zonal Office, Agra				
Sl No	Description	AMC Amt (Rs) per unit for one year	Qty	Total Price for one year (Rs)
		(A)	(B)	Excluding taxes
				A*B=C
1	Desktop PC/Server (Dell/Acer/Wipro/Lenovo/HP/HCL, etc.)		300	
2	Laser Printer (Single/ Duplex) (HP/Samsung/Canon/Epson)		114	
3	Pass Book Printer (Epson/Olivetti/ TVS)		66	
4	High Speed Scanner (HP)		63	
Total Bid Price (AMC Cost for all the items for one year)				

*Total Bid Price: _____ (Rupees _____)

- The payments shall be made as per actual hardware under maintenance (based on inventory of the branches in bank format). There may be a variation in the quantities listed above and the actual.
- *However, for arriving at the L1 bidder, the Total Bid Price above shall be considered.

Printer Head Cost : _____ (Rupees _____)

Date: _____

Name of the Bidder: _____

Contact Number: _____

Name of the Authorized person: _____

Email Id: _____

Signature & Seal of the Authorized person: _____



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ANNEXURE-VII
BID SECURITY FORM

(ONNON-JUDICIALSTAMPPAPEROFRS100/-)

BankGuaranteNo.

Date:

To:

IndianBank

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid..... for providing AMC Services (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders. We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee. 2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

[Handwritten signatures]



ANNEXURE-VIII
PERFORMANCE SECURITY FORMAT

Bank Guarantee No. _____

Date: _____

To: INDIAN BANK,

WHEREAS (Name of supplier) hereinafter called "the supplier") has undertaken, in pursuance of Contract No..... dated (Hereinafter called "the Contract") to supply..... (Description of Goods and Services)

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantor

Date:.....

Address:

Note:1) Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.

2) Stamp paper is required for the bank guarantees issued by the banks located in India.

[Handwritten signatures]



ANNEXURE-IX
SELF DECLARATION – BLACKLISTING
[To be submitted on the letter head of the Bidder]

To,
The Zonal Manager
Indian Bank, Zonal Office
.....
.....

Dear Sir,

Sub: Tender for Annual Maintenance Contract
(AMC) for Computer Hardware and its Peripherals at Branches and Offices of Indian
Bank Zonal Office-AGRA
Ref: Your Tender ref no. ZOAGR/IT/AMC/2023-24/144 dated 06.06.2023

We hereby certify that; we have not been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions and not have been insolvent / bankrupt on the date.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



[Handwritten signatures]

ANNEXURE-X
LIST OF BRANCHES /OFFICES with address

SR NO	BRANCH/ OFFICE NAME	NEW BR CODE	COMPLETE ADDRESS OF BRANCH/ OFFICE WITH PIN CODE
1	BURHAPUR	4122	ALLAHABAD BANK, BURHPUR BRANCH 6/20 BHOPAT PATTI, THANDI SARAK ROAD, NEAR ITI CHAURAHA, FARRUKHABAD UP - 209625
2	ETAWAH	4124	VINODNAGAR (NAURANGABAD) OPP PRAKASH TALKIES, DIST- ETAWAH UTTAR PRADESH 206001
3	AGRA CHILLI INT ROAD	4127	17 /254 & 17/255 CHHILIINT ROAD,AGRA,PIN-282003
4	AGRA CITY (HINGKI MANDI)	4128	9/635B Moti Katra Road, Hing Ki Mandi,Agra
5	AGRA UNIVERSITY	4129	AGRA UNIVERSITY CAMPUS,PALI WAL PARK,AGRA,PIN282004 UTTAR PRADESH
6	FIROZABAD	4131	MAIN BRANCH,BYPASS ROAD NEAR GOPAL ASHRAM- ,FIROZABAD 283203, UTTARPRADESH
7	MATHURA	4132	168/1 NEAR KAMAYANI GUEST HOUSE, STATE BANK CHAURAHA, JUNCTION ROAD , MATHURA Pin-281001, UTTARPRADESH
8	ALIGARH	4133	7/232 Gandhi Marg, Railway Road Aligarh Aligarh 202 001,Uttar Pradesh
9	ALIGARH MUSLIM UNIVERSITY	4134	ALIGARH MUSLIM UNIVERSITY CAMPUS,DIST ALIGARH STATE UTTAR PRADESH PIN202001
10	HATHRAS	4135	SASNI GATE HATHRAS CITY DIST.HATHRAS 204 101 UTTAR PRADESH HATHRAS UTTAR PRADESH 204101
11	FARRUKHABAD	4241	PALLA RAILWAY ROAD FARRUKHABAD DIST. FARRUKHABAD UTTAR PRADESH ,209625
12	MAINPURI	4446	STATION ROAD MAINPURI MAINPURI KANPUR UTTAR PRADESH 205001
13	TAPPAL	4454	VILL and P.O. TAPPAL, DIST-ALIGARH UTTAR PRADESH PIN-202165
14	ETAH	4457	PO124,154 GT RD,DIST ETAH UTTAR PRADESH 207001
15	SHAHJALPUR	4513	NEAR NARAIN COLLEGE VILL SHAHJALPUR P.O.SHIKOHABAD DIST- FIROZABAD UTTAR PRADESH ,283135
16	TUNDLA	4560	NEAR ASHOK VATIKA, STATION ROAD, TUNDLA DIST- FIROZABAD UTTAR PRADESH PIN-283204
17	RAMANRETI	4644	OPP- INTERNATIONAL TEMPLE, RAMANRETI, VRINDAVAN DIST-MATHURA UTTARPRADESH PIN-281124
18	HOLIPURA	4760	VILL. and P.O. HOLIPURA TEH BAH, DIST. AGRA UTTAR PRADESH PIN- 281313
19	DEVI NAGAR	4761	VILL. DEVINAGAR P.O. HATHRAS JN. BLOCK HATHRAS, PIN 202412 DIST. HATHRAS, UTTAR PRADESH
20	ZONAL OFFICE	9728	shop No 12, Cross Road Mall, Pt.DeenDayal Upadhyay Puram,Sikandra,Agra
21	ALIGARH MAHABIRGANJ	5254	MAHABIRGANJ ALIGARH 202 001 UTTAR PRADESH
22	SAMTHAR	5374	Vill-Takpura Chaupula Post-Moonj Teh -Takha Dist-Etawah,206123
23	RAIPUR MUJAPATHA	5504	VILL RAIPUR MUNJAPATHA P.O. MALVIYA NAGAR DIST ALIGARH UTTAR PRADESH
24	New AGRA KAMLA N.A.GAR	5959	C-2/48,GRIVS,COMPLEX,KAMLA,NAGAR DIST-AGRA , UTTARPRADESH PIN- 282005
25	KOSI KALAN	5977	HOUSE NO100A,MANIRAM BAS,KOSIKALAN,DT MATHURA,UTTAR PRADESH 281403
26	AGRA KHANDARI	6072	P. C JAIN INST OF MGMT ECONOMICS PO-KHANDARI DIST-AGRA UTTARPRADESH
27	SAFAI	6101	ETAWAH MAINPURI ROAD, P.O.SAFI DIST.ETAWAH (U.P.)
28	ETAWAH CIVIL LINES	6126	198-B FRIEND'S COLONY, CIVIL LINES ETAWAH DIST- ETAWAH , U.P.
29	FIROZABAD S.R.K. COLLEGE	6166	S. R. K. COLLEGE KOTLA ROAD, FIROZABAD , UTTARPRADESH-283203
30	PATLAUNI	6230	VILL and P.O. PATLAUNI, (VIA DAUJI) DISTT.MATHURA UTTAR PRADESH 281301



Signature

31	AGRA UPAVP	6300	U.P AWAS EVAM VIKAS PARISHAD AGRA SECTOR-4 , SIKANDRA BODLA AGRA DIST-AGRA UTTARPRADESH
32	AGRA HOTEL CLARKS SHIRAJ	6301	33/72 AJMER ROAD, BALUGANJ AGRA DIST-AGRA UTTARPRADESH
33	Hebra	6436	CHOUDHARY CHARAN SINGH DEGREE COLLEGE CAMPUS, HEBRA DIST- ETAWAH UTTARPRADESH,206130
SR NO	BRANCH/ OFFICE NAME	NEW BR CODE	COMPLETE ADDRESS OF BRANCH/ OFFICE WITH PIN CODE
34	P.C. BAGLA, HATHRAS	6498	P C BAGLA DEGREE COLLEGE HATHRAS, MAIN ROAD, AGRA MAHAMAYA NAGAR U.P PIN-204101
35	AGRA DELHI GATE	6537	DELHI GATE, AGRA MAUJA SHAHEJPUR SINDHI MOTORS DIST- AGRA 282002,UP
36	RUNAKTA	6538	VILL+ PO RUNUKTA, NH2 AGRA DELHI AJMER ROAD KIRALI , DISTT AGRA, 282007, UP
37	KALAL KHERIYA	6539	VIL+ POST- KALAL KHERIYA, AGRA FATEHABAD ROAD, TEHSIL SADAR BLOCK-BAROLIAHIR, DISTT AGRA , 282006, UP
38	IGLAS	6770	Near Bsnl Telephone Exchange, Hathras Road, Iglas, Distt. Aligarh, Up - 202124 Uttar Pradesh
39	BAJAUTA	6771	Vill./Po- Bajautha, Distt. Aligarh, Up - 202137 Uttar Pradesh
40	SOKHANA	6772	VILL+POST Sokhana Near Railway fathak DIST-Hathras UTTAR PRADESH
41	RAJPUR CHUNGI	6836	RAJESHWAR PLAZA NEAR AGRA MINOR CANAL RAJPURCHUNGI,DIST- AGRA(U.P) PIN-282001
42	KALINDI VIHAR	6837	B-1 KALINDI VIHAR, RAMBAGH 100 FT ROAD ,NEAR PETHA NAGARI, DIST- AGRA(U.P) PIN-282006
43	SWARNA JAYANTI NAGAR	6864	HIG-1/4 Swarna Jayanti Nagar, Ramghat Road,Aligarh(U.P) Pin-202001
44	KRISHNA NAGAR MATHURA	6961	230 BY 3 CHANDRA LOK COLONY, GOVERDHAN CHOWRAHA, NH-2 MATHURA PO. KRISHNANAGAR, DISTT-MATHURA(UP) PINCODE-281004
45	BHARTHANA	6963	NEAR S.A.V INTER COLLEGE JAWAHAR ROAD, BHARTHANA,DIST.ETAWAH, UTTARPRADESH PIN-206042
46	SHAMSHABAD	6964	WARD NO.15,GOPAL PURA,SHAMSHABAD,DISTT.AGRA, UTTARPRADESH PIN 283125
47	F.H MEDICAL	7018	F.H.MEDICAL COLLEGE,VILLAGE SATAULI,POST ETMADPUR,DISTT AGRA,PIN 283204 UTTAR PRADESH
48	JASRANA	7086	MAIN CHAURAH,GHIROR ROAD, JASRANA DISTT FIROZABAD,PINCODE 283136,UTTAR PRADESH
49	KARHAL	7102	ADARSH NAGAR NEAR TEHSIL,KARHAL,DISTT.MAINPURI,PIN 205264
50	DAYALBAGH	7113	PUSHPANJALI HEIGHTS 100FT MAIN ROAD DAYALBAGH, AGRA-282005, U.P.
51	AIDALPUR	7287	VILL AND POST, AIDALPUR, DURGA MANDIR, MAIN ROAD AIDALPUR, TEHSIL KHAIR, DISTT. ALIGARH, PIN202135
52	Narwari (Aligarh)	7471	Vill-Narwari Post-Tappal, Tehsil-Khair, Dist-Aligarh UttarPradesh Pin- 202165
53	RAURA (Etawah)	7472	Vill-Raura Post-Samthar, Tehsil-Takha Dist-Etawah, UttarPradesh, Pin- 206242
54	RMPC(AGRA)	3300	17 /254 & 17/255 CHHILIINT ROAD,AGRA,PIN-282003
55	MAPC AGRA	7511	17 /254 & 17/255 CHHILIINT ROAD,AGRA,PIN-282003
56	ALIGARH	660	Marris Road,Aligarh,202001
57	AGRA COURT	1645	INDIAN BANK AGRA COURT MG ROAD DEEWANI CROSSING,CIVIL COURT CAMPUS,282002
58	HATHRAS	663	KISHORE TALKIES COMPOUND GHAS MANDI, AGRA ROAD NEAR GHANTA GHAR HATHRAS,204101
59	MATHURA	579	48/444, GENERAL GANJ, OPP- NAGARPALIKA OFFICE GENERAL GANJ,MATHURA, PO - VIKAS BAZAR MATHURA,281001
60	FIROZABAD	2088	SECTOR-1/346,SUHAG NAGAR 1/2 KM,283203



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Annexure Details

Annexure No.	Description	Part of/Remark
I	BID FORM	Technical Bid
II	BIDDER TURNOVER& PROFITS	Technical Bid
III	PERFORMANCE STATEMENT FORMAT (FOR A PERIOD OF LAST ONEYEAR)	Technical Bid
IV	DETAILS OF SERVICE CENTER/ ENGINEERS DETAILS/ ESCALATION MATRIX	Technical Bid
V	STANDARD AMC AGREEMENT	After Vendor Finalization
VI	COMMERCIAL BID FORMAT	Commercial Bid
VII	BID SECURITY FORM	Technical Bid
VIII	PERFORMANCE SECURITY FORMAT	After Vendor Finalization
IX	SELF DECLARATION - BLACKLISTING	Technical Bid
X	LIST OF BRANCHES /OFFICES with address	Branch location Identification

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