



## **TENDER NOTICE**

*Comprehensive Annual Maintenance Contract (AMC) for Computer Hardware and its Peripherals at Branches and Offices of Indian Bank  
Zonal Office-LUCKNOW for period 01.04.2022-31.03.2023*

**Tender Ref No ZOLKO/IT/AMC/2021-22/01 dated 24.02.2022**

**Cost of the Tender : Rs.500/- (Rupees Five Hundred only + GST)**

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**SECTION-I INVITATION FOR BIDS (IFB)**

1. Indian Bank, Zonal Office Lucknow 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 95, spread across five (5) districts i.e. Lucknow, Faizabad, Unnao, Amethi and Barabanki.
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	Servers, PC, High-Speed Dot-Matrix Printer, Dot Matrix Printer, PassBook Printer, Monochrome Laser Printer, Flatbed Scanner, High Speed Scanner, etc.

4. A complete set of Tender document may be purchased by the bidder, on submission of a written application, upon payment of a non-refundable fee of Rs.500/- plus GST (Rupees Five Hundred + GST only) in the form of Demand Draft or Banker's Cheque drawn in favor of Indian Bank payable at Lucknow. Only those bidders, who purchase the Bid Document in their name, will be eligible for submission of bid.
5. This tender is not transferable. Only the Bidders who have officially purchased this tender document shall be entitled to quote, subject to their fulfilling the eligibility criteria.
6. The Bid Document can be obtained from the following address during office hours on all working days between 10.00 A.M. to 5.00 P.M. (Monday-Saturday except 2<sup>nd</sup> & 4<sup>th</sup> Saturdays and Holidays).

**Information Technology Department,**Indian Bank, Zonal Office, 2<sup>nd</sup> Floor, New Building, Hazratganj, Lucknow-226001, U.P.Website: [www.indianbank.in](http://www.indianbank.in)**7. The details are as under:**

Sl. No.	Items	Details
1.	Tender/Bid Ref No	ZOLKO/IT/AMC/2021-22/01 dated 24.02.2022
2.	Price of RFP (Non-Refundable)	Rs.500/-plus GST
3.	Date of commencement of sale of Tender Document	24/02/2022 at 10:00 Hrs IST
4.	Last Date for sale of Tender Document	05/03/2022 at 15:30 Hrs IST
5.	Last Date & Time of Submission of bids (Both Technical and Commercial)	05/03/2022 at 15:30 Hrs IST
6.	Date and Time of Opening of Technical Bids	05/03/2022 at 16:00 Hrs IST
7.	Date and Time of Opening of Commercial Bids	To be notified subsequently to the technically qualified Bidders

Sl. No.	Items	Details
8.	Place of submission and opening of Bids	Department of Information Technology, Indian Bank, Zonal Office, 2 <sup>nd</sup> Floor, New Building, Hazratganj Lucknow –226001, U.P., India Email Id: zolucknow@indianbank.co.in
9.	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 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 Tender Fee and 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.

**Dy. General Manager**  
**Indian Bank, Zonal Office, Lucknow**

**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 95 no of Branches/Offices which are spread over five (5) districts i.e. Lucknow, Faizabad, Unnao, Amethi and Barabanki. The approximate/tentative inventory of items are as detailed under:

S.No	Description	Qty*
1	Server	10
2	Desktop PC	750
3	Passbook Printer	115
4	Laser Printer	200
5	Flatbed Scanner	80
6	High Speed Scanner	35
7	CTS Scanner	5
8	High Speed DMP	10
9	DMP	15

*\*Approximate*

**3. ELIGIBILITY CRITERIA:**

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 28-02-2022. 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.	Bidder should have an average annual turnover of more than INR 30 Lakhs in each of the last three financial year (i.e. 2018-19, 2019-20, 2020-21). 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 years. This must be the individual company turnover and not of any group of companies/subsidiaries.	Certificate duly certified by the Chartered Accountant and details as per Annexure – 2
3.	The bidder should have experience (during	Performance Statement as per

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
	2021-22) 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- 400 2. Statement/Laser/Passbook Printers- 50 3. Flatbed/ High Speed/ CTS Scanner-40	Annexure-3 along with Customer credential
4.	The bidder should have service support center in Lucknow and around Faizabad, Unnao, Amethi and Barabanki district and Minimum 20 nos of Permanent/ Resident service engineers on its payroll.  For this project, each selected bidder has to provide atleast 4 (four) dedicated engineers. The engineers should have minimum 2 years of working experience 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
5.	The Bidder should 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.	Bidder should submit an Undertaking (To be submitted as Annexure -10).

#### 4. **Bid Security (EMD):**

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/BC/BG, acceptable to the Bank, in favor of Indian Bank payable at Lucknow, 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, Lucknow**', which in turn should contain two sealed covers 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. Valid DD/BC or Bank Guarantee as BID SECURITY as per Annexure-8
- c. Copy of Registration certificate of the bidder's company / firm signed by authorized signatory.
- d. Bidder's turnover and profit as per Annexure-2
- e. Performance Statement along with Enclosures as per Annexure-3
- f. Self-Declaration along with Engineer details as per Annexure-4
- g. Service support center details as per Annexure-11
- h. Self Declaration on Black Listing as per Annexure-10
- i. Signed and stamped tender document
- j. Any other documents deemed necessary.

### **ENVELOPE - II - Commercial Bid**

The Bidder should submit **Commercial Bid (strictly as per Annexure - 7)** 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 Technical Bids opened 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 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-7)**, 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) & subsequently ranking of the other bidders will be done accordingly.
- 6.2.6 Bank intends to select two (2) vendors for providing AMC Services to the Branches/offices, as per the below clauses:
- L1 bidder will be selected by the Bank and AMC of Hardware items of 60% of Total AMC value will be allotted to the L1 bidder, during the AMC Period. L1 bidder has to provide one FM engineer (who will be deployed at Zonal Office Lucknow) and four (4) additional dedicated engineers. Bidder has to deploy these four (4) engineers at the district headquarters of the allocated branches/offices to provide the AMC services. The FM engineer may need to visit the branches upon requirement.
  - Bank will ask the L2 bidder to match its item-wise AMC price with the price quoted by L1 bidder. If L2 bidder agrees to match all the item-wise AMC price of L1 bidder, the Bank will select the L2 Bidder for AMC of remaining Hardware items of 40% of Total AMC value and AMC will be allotted to the L2 bidder at the L1 bidder prices, during the AMC Period.
  - If L2 bidder does not agree to match all the item-wise price of L1 bidder, an opportunity will be given to L3 Bidder for the same.
  - In case L2 or L3 bidder matches the L1 prices, the other selected bidder has to provide one FM engineer (who will be deployed at Zonal Office Lucknow) and three (3) additional dedicated engineers. Bidder has to deploy these three (3) engineers at the district headquarters of the allocated branches/offices to provide the AMC services. The FM engineer may need to visit the branches upon requirement.
  - In Case, both L2 & L3 bidder does not agree to match all the item-wise price of L1 bidder. Bank will select only a single bidder and AMC of all the items will be given. No further opportunity will be given to L4 & higher Bidder. In such case, L1 bidder has to provide two (2) FM engineer (who will be deployed at Zonal Office Lucknow) and seven (7) additional dedicated engineers. Bidder has to deploy these seven (7) engineers at the district headquarters of the allocated

branches/offices to provide the AMC services. The FM engineer may need to visit the branches upon requirement.

- 6.2.7 Bank will distribute the branches and its Hardware for AMC amongst selected bidder/s as per aforesaid ratio and decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder/s.

### **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 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. Notification of Award**

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 Upon the successful bidder’s furnishing of performance Security, the Bank will notify each unsuccessful bidder and will discharge its bid security.

### **8. 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 to Rs. 50,000/- (Rupees Fifty Thousand). 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 time stipulated, 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.



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

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Applicable Law**

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

**ANNEXURE 1 - BID FORM**

**Ref No.:**

**Date:**

**The Dy. General Manager**  
**Indian Bank**  
Zonal Office, Lucknow

Having examined the Tender (Ref. No. **ZOLKO/IT/AMC/2021-22/01 dated 24.02.2022**) 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 contract, 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 \_\_\_\_\_ 2022

-----  
(Signature)

-----  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Vendor) \_\_\_\_\_

**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	2018-2019			
2	2019-2020			
3	2020-2021			
	Only Bidder company / Firm audited figures need to be mentioned. <i>(Not to include subsidiary, affiliate or group entities figures)</i>	(Mention the above amount in INR only)		

Certified By:  
(Chartered Accountant)

Seal & Signature of authorized signatory  
(For Bidder)

Place:

Date:

**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

**ANNEXURE-4****DETAILS OF SERVICE CENTER/ ENGINEERS DETAILS/ ESCALATION MATRIX**

**Detail of service/ support centre directly owned by the Company / firm in and around Lucknow, Faizabad, Amethi, Unnao and Barabanki**

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	Qualification & Technical Skills	No of Year of Experience with Firm	Mobile No	Address
1						
2						
3						

**ESCALATION MATRIX**

**Service-Related Issues:**

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

Place:

Date:

Seal & Signature  
Authorized Signatory

**Annexure-5 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. CHARGES:**

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 actuals (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 along with the payment bill as said herein above. The company 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 after deducting penalty (if applicable) shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice.

### **3. WORKING HOURS**

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. RELOCATION OF SYSTEMS**

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 provided at annexure'6' 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 labour 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.
- 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 resolved then in accordance with and subject to the provision of the Indian Arbitration Act 1940 and only the Courts of Lucknow 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. FORCE MAJEURE:

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 from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach.

## **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 thereof 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 Bidder has to attend the complaints related to:**

- 13.2.1 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.
- 13.2.2 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.
- 13.2.3 Bringing PC into the Bank's Domain after reinstallation of PC.

- 13.2.4 Configuration of IP address and establishment of connectivity with LAN/WAN
  - 13.2.5 Browser configuration for application/s.
  - 13.2.6 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 related to banking operation.
  - 13.3.9 Installation of Server/ Oracle as per Bank's requirement.
- 14.** 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 toner/ cartridge. (Computer means CPU as well as monitor.)
- 15.** 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 branchwise and consolidated) within 15 days from the starting of 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.
- 16.** 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.
- 17.** Vendor should submit the daily branchwise report of the logged/ attended/ closed/ pending calls. They should also submit the cumulative weekly report of all the calls logged/ attended/ closed/ pending during the week without fail.
- 18.** The vendor should train the engineers regularly as per bank's requirement.
- 19.** No charges will be payable for the movement of engineer from one location to another for attending to service calls.
- 20.** No charges will be payable for carrying the spares/ equipment from site to Bidder's Work and back.
- 21. Penalty**

AMC vendor should keep sufficient spares at their 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. 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. 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 failing which the vendor will be liable to pay a penalty of Rs.50/- for each item per day which will be deducted from the subsequent payments to the vendor. The maximum penalty for each hardware item shall be 50% of AMC cost for the affected unit.

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

**Annexure-6****List of Branches/Offices**

S.No.	Branch Name	Branch Address
1	Agriculture Directorate	Indian Bank, Agriculture Directorate Branch, Prabhu Chaya Bhawan, 6B Way Road, Gokhle Marg, Lucknow, UP-226001
2	Ahimamau	Indian Bank, Ahimamau Branch, Shop No 305, Shopping Square 2, Sec D, Sushant Golf City, Lucknow, U P-226030
3	Airport Authority Of India	Indian Bank, Airport Authority Of India Branch, Amousi Airport, Lucknow, UP-226009
4	Aishbagh	Indian Bank, Aishbagh Branch, 215, First Floor, Lucknow Plastic Building, Rajendra Nagar Aishbagh, Lucknow, UP-226004
5	Ajrauli	Indian Bank, Ajrauli Branch, Vill PO Inayat Nagar, Distt Faizabad, UP- 224228
6	Alambagh	Indian Bank, Alambagh Branch, 53-C, Jyoti Plaza, Singar Nagar, Alambagh Lucknow, UP-226005
7	Aliganj	Indian Bank, Aliganj Branch, B - 1/18, Sector A, Aliganj
8	Amethi	Indian Bank, Amethi Branch, Mohalla Sarvanpur, PO Vill Amethi, UP-227405
9	Aminabad	Indian Bank, Aminabad Park Branch, 13/14 Aminabad Park, Lucknow, U P-226018
10	Anwari	Indian Bank, Anwari Branch, Village Post Office Anwari, Distt Barabanki, UP-225302
11	Ayodhya	Indian Bank, Ayodhya Branch, Ram Janki Mahal Trust, Parikrama road, Ayodhya, District Faizabad, UP-224123
12	Bakshi ka talab	Indian Bank, Bakshi Ka Talab Branch, RamendraVihar Colony, Bakshi Ka Talab, Lucknow, U P-226201
13	Balaganj	Indian Bank, Balaganj Branch, Plot No. 5A, Hardoi Road, Balaganj, Lucknow, U P-226003
14	Bangla Bazar	Indian Bank, Bangla Bazar Branch, 584 KA/314 Jail Road, Bangla Bazar, Lucknow, UP-226002
15	Banthra	Indian Bank, Banthra Branch, Village Post BantharaSikandarpur, Opp Post Office, Kanpur Road, Banthara, Distt Lucknow, U P- 226401
16	Bapubhawan	Indian Bank, Bapu Bhawan Branch, Ground Floor, Bapu Bhawan Secretriare, Hazratganj, Lucknow, U P-226001
17	Barabanki	Indian Bank, Barabanki Branch, Naka Satrik, Barabanki, UP-225001
18	Chamrauli	Indian Bank, Chamrauli Branch, Vill& PO Chamrauli, Thana Ajgain, Tehsil Hasanganj, Distt Unnao, UP-209831
19	Chinhat	Indian Bank, Chinhat Branch, DPS Complex, Deva Road, Lucknow, UP-227105
20	City Office	Indian Bank, City Office Branch, 311/3 Kamla Nehru Marg Chawk, Lucknow, UP-226003
21	Civil Hospital	Indian Bank Civil Hospital Branch, SPDM Civil Hospital Campus, Hazratganj, Lucknow, UP-226001
22	CMS	Indian Bank, Vivek Khand Branch, 4/525 Vivek Khand, Gomti Nagar, Lucknow, UP-226010
23	Collectorate Faizabad	Indian Bank, Collectorate Branch, Collectorate Campus, Faizabad, UP-224001
24	Daliganj	Indian Bank Daliganj Branch, 498/115 Hasan Ganj, Daliganj, Lucknow, UP-226020
25	Deokhali B K Homeo	Indian Bank, B K Homeo Branch, B K Homeo, Deokhali, Dist Faizabad, UP-212158
26	DGMS	Indian Bank, Health Directorate Branch, Directorate of Medical Health, Opposite High Court, Kaiserbagh, Lucknow, UP-226001
27	Faizabad	Indian Bank, Faizabad Branch, Angoori Bagh, Faizabad, Uttar Pradesh-224001
28	Faizabad Gng college	Indian Bank, Guru Nanak Girls College Branch, Campus Gurunanak Girls Degree College, Raebareli Road, Usroo, Manas Nagar, Faizabad, U P- 224001
29	FODS	Indian Bank, FODS Branch, Faculty of Dental Science, old building, Opposite Shaamina Dargah, Lucknow, UP - 226003
30	GaganBachauli	Indian Bank, Rahimabad Branch, Opposite Police Chowki, Rahimabad, Unnao, UP-227816
31	Gauriganj	Indian Bank, Gauriganj Branch, Opposite SSP Office, Near D M Bunglow, Raebareilly Sultanpur Road, Gauriganj, UP-227409
32	Gomtinagar	Indian Bank, Ujariawan Branch, 4/4 Vivek Khand, Gomti Nagar, Lucknow, UP-226010

33	Haidergarh	Indian Bank,Haidergarh Branch, Plot No Kha Gata No 641/1, Mohalla Brahman Ward, Raebareilly Road, Haidergarh, Block Tehsil Haidergarh, Distt Barabanki, UP-225324
34	Hussainganj	Indian Bank, Hussainganj Branch, Suraj complex, 25 Vidhaan Sabha Marg, Lucknow, UP-226019
35	Inayatpur burra	Indian Bank, Inayatpur Barra Branch, VillInayatpur Barra, P O Auras, Distt Unnao, U P -208027
36	Indiranagar	Indian Bank, Indira Nagar Branch, A-869, Indira Nagar, Lucknow, UP-226016
37	Itaunja	Indian Bank, Itaunja Branch, Town Area, Awasti Market, Ward No1, Mahona Road, Post Itaunja, Distt Lucknow, U P -226202
38	Jagdishpur	Indian Bank, Jagdishpur Branch, Shanti Bhawan, Jagdishpur, Distt Amethi, U P -227809
39	Jankipuram	Indian Bank, Jankipuram Branch, Adarsh Complex, Engineering College Chauraha, Lucknow, UP-226021
40	Juggaur	Indian Bank, Juggaur Branch, Vill& PO Juggaur, Chinhat , Lucknow, UP-226028
41	K G M C	Indian Bank, KGMC Branch, KGMU Campus Chowk, Lucknow, UP-226003
42	K.s saket Faizabad	Indian Bank, K.S Saket Branch, K.S Saket P.G College Campus, Faizabad, UP-224001
43	Kaiserbagh	Indian Bank, Kaiserbagh Branch, 7 Balmiki Marg, Lalbagh, Lucknow, UP-226001
44	Kakori	Indian Bank, Kakori Branch, Zamir Market, Bargad Tala, Po Kakori, Tehsil Sadar, Lucknow, UP - 226101
45	Korarikalan	Indian Bank, Korarikalan Branch, Vill Po Korarikalan, Tehsil Unnao, U P-209801
46	Kumhrawan	Indian Bank, Kumhrawan Branch, Village & Post Kumhrawan, Bakshi Ka Talab, Lucknow, UP-226203
47	Literacy House	Indian Bank Literacy House Branch Kanpur Road, Post Manak Nagar, Lucknow-226005
48	M V M	Indian Bank, IIM Road Branch, Maharshi Vidya Mandir, Plot no 11, IIM ROAD, LUCKNOW, UP 226013
49	Malihabad	Indian Bank, Malihabad Branch, OPPOSITE PETROL PUMP, HARDOI LUCKNOW ROAD, MALIAHABAD, Lucknow-226102
50	Mall	Indian Bank,Mall Branch, Village & PO Mall, District Lucknow-227115
51	Mawai	Indian Bank,Mawai Branch, VILL JINDANA PO AUNT GARHI SOURA, DIST LUCKNOW pin code 227115
52	Mawaiya	Indian Bank, Mawaiya Branch, 281 /112 MawaiyaChauraha, Lucknow, U P-226004
53	Milkipur	Indian Bank, Milkipur Branch, VILL & PO MILKIPUR DISTT FAIZABAD 224 164
54	Mohaana	Indian Bank, Mohaan Branch, TILAK NAGAR, TOWN AREA MOHAN, POST MOHAN TEHSIL & BLOCK HASANGANJ DISTT UNNAO 229881
55	Mohammadpur	Indian Bank, Mohammadpur Branch, Sk Saini Complex, Village Mohammadpur, Post Banki, Tehsil Nawabganj, Block Banki, Distt Barabanki, U P - 225001
56	Mohanganj	Indian Bank, Mohanganj Branch, RAE BAREILY ROAD VILL POST MOHANGANJ, NEAR TAHSIL TILOI, DIST AMETHI- 229309
57	Mohanlalganj	Indian Bank, MOHANLALGANJ BRANCH NEAR BANK OF BARODA RAIBARELI ROAD POST MOHANLALGANJ DISTRICT LUCKNOW 227305
58	Musafirkhana	Indian Bank, MUSAFIR KHANA BRANCH, SHANTI BHAWAN, INFRONT OF POST OFFICE MUSAFIRKHANA, TEH- MUSAFIRKHANA DISTT- AMETHI-227813
59	Nawabganj	Indian Bank, Nawabganj Branch, Vill Po Nawabganj, Dist Unnao, U P -209859
60	R&ALC/Vibhav Khand	Indian Bank Vibhav Khand Branch B 4/768 Vibhav Khand, Opp Divine Hospital, Gomti Nagar Lucknow-226010
61	Rajajipuram	Indian Bank, Rajajipuram Branch, 2cp/219 New National Complex, Block Rajajipuram, Lucknow, U P -226017
62	Rudauli	Indian Bank, Rudauli Branch, Mohalla PurKazi, Near Hindu Inter College, Rudauli, Distt Faizabad, U P-224120
63	Simau	Indian Bank, Simau Branch, VillSimau, Post Auras, Distt Unnao, U P -210301
64	Staff College Branch	Indian Bank, Staff College Branch, Ring Road, Sector 21, Indira Nagar Lucknow-226016
65	Takrohi Bazar	Indian Bank Takrohi Bazar Branch Shaheed Bhagat Singh Ward, Sector-11, Takrohi Bazar- Lucknow-226028
66	Telibagh	Indian Bank Telibagh Branch, Infront of Ganga Sinchai Bhawan, Sainik Nagar, Telibagh Lucknow-226004
67	Unnao	Indian Bank, Unnao Branch, 376 Jawahar Nagar, ChotaChauraha, Unnao, UP-209801
68	Vikas Bhawan Barabanki	Indian Bank, Vikas Bhawan Barabanki Branch, Vikas Bhawan campus-225001
69	Vikas Nagar	Indian Bank, Vikas Nagar Branch, 8CP/201 Acco Plaza Picnic Spot Road Vikas Nagar-226020
70	Hazratganj	Indian Bank, Hazratganj Branch, Old Building, Hazratganj, Lucknow, UP-226001

71	Saspan	VILL PO SASPAN, TEHSIL MALIHABAD, Distt: Lucknow
72	BARABANKI	MOHINI PLAZA, RAJ KAMAL ROAD, SATYA PREMI NAGAR, BARABANKI - 225001
73	CHHOTA BHARWARA	H.No. 749, GADARIYANPURWA, CHHOTA BHARWARA, GOMTI NAGAR - 226028
74	GOMTI NAGAR	2/139, VIJAY KHAND, GOMTI NAGAR - 226010
75	INDRA NAGAR	B-1316, SAI PLAZA, B-BLOCK CROSSING, INDIRA NAGAR - 226016
76	KISNI	KURESHI MARKET. KATRA CHAURAHA, KISNI - 227811
77	MUNSHIGANJ	1, NEAR INDIAN OIL PETROL PUMP, MUNSHIGANJ, HAL KORWA - 227412
78	RAJNI KHAND	F-3, WARD NO-1, RAEBAREILY ROAD, RAJNI KHAND, SHARDA NAGAR, DILKUSHA - 226002
79	RAHATA	NEAR GAHDON TIRAH, GAHDON, MALIHABAD - 226104
80	RAJAJI PURAM	E - 2666, RAJAJIPURAM - 226017
81	SATRAHI	PO GHARKUIYA TAHSIL HAIDERGARH, SATRAHI - 227301
82	FAIZABAD	1ST FLOOR, ALKA TOWER, RIKABGANJ, NIYAWA ROAD, FAIZABAD- 224001
83	UNNAO	INDIRA NAGAR, NEAR UTSAV LAWN, UNNAO - 209801
84	Zonal Office	Indian Bank, Zonal Office, Second Floor, New Building, Hazratganj, Lucknow-226001
85	FGMO	Indian Bank, FGM Office, 1st Floor, New Building, Hazratganj, Lucknow, UP-226001
86	DAMC	Indian Bank, DAMC, 1st Floor, Old Building, Hazratganj, Lucknow, UP-226001
87	MAPC	Indian Bank, MAPC, Old Building, Hazratganj, Lucknow, UP-226001
88	RAPC	Indian Bank, RAPC, Old Building, Hazratganj, Lucknow, UP-226001
89	LCB	Indian Bank, LCB, Old Building, Hazratganj, Lucknow, UP-226001
90	SAM Branch	Indian Bank, SAM Branch, Old Building, Hazratganj, Lucknow, UP-226001
91	Inspection Centre	Indian Bank, Inspection Centre, 1st Floor, Old Building, Hazratganj, Lucknow, UP-226001
92	FVU	Indian Bank, FVU, 3rd Floor, New Building, Hazratganj, Lucknow, UP-226001
93	UP Credit & Marketing Cell	Indian Bank, UP Credit & Marketing Cell, 3rd Floor, New Building, Hazratganj, Lucknow, UP-226001
94	Viraj Khand	Indian Bank, First Floor, Amaya Greens, CP 198, Viraj Khand , Gomti Nagar, Lucknow-226010
95	**CAPC	Indian Bank, CAPC, 1st Floor, Old Building, Hazratganj, Lucknow, UP-226001

\*\* All the hardware items of CAPC, Lucknow are under warranty till July, 2022. Hence, the items will be included in AMC from August, 2022.

**Annexure 7****Commercial Bid Format**

<b>Tender for the Onsite Comprehensive AMC of Computer Hardware at Indian Bank, Zonal Office, Lucknow</b>				
<b>Sl No</b>	<b>Description</b>	<b>AMC Amt (Rs) per unit for one year</b>	<b>Qty</b>	<b>Total Price for one year(Rs)</b>
		<b>(A)</b>	<b>(B)</b>	<b>Excluding taxes</b>
				<b>A*B=C</b>
1	Server( ACER/ HCL/ Dell/ HP/ Lenovo)		10	
2	Desktop PC (Dell/Acer/Wipro/Lenovo/HP/HCL)		750	
3	High Speed Dot-Matrix Printer (136 Col) (Epson/TVS)		10	
4	Dot-Matrix Printer 80 col. (Epson/TVS)		15	
5	Laser Printer (Single/ Duplex) ( HP/Samsung/Canon/Epson)		200	
6	Pass Book Printer (Epson/Olivetti/TVS)		115	
7	Flatbed SCANNER (Epson/HP/Canon)		80	
8	High Speed Scanner (HP)		35	
9	CTS Scanner (Arca/ Canon)		5	
	<b>Total Bid Price (AMC Cost for all the items for one year)</b>			

**\*Total Bid Price:**\_\_\_\_\_ **(Rupees**\_\_\_\_\_

- The payment shall be made as per actual hardware under maintenance (based on inventory of the branch on banks 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.

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

Name of the Bidder:\_\_\_\_\_

Contact Number:\_\_\_\_\_

Name of the Authorized person:\_\_\_\_\_

Email Id: \_\_\_\_\_

Signature & Seal of the Authorized person:\_\_\_\_\_

**Annexure-8**

**BID SECURITY FORM**

(ON NON-JUDICIAL STAMP PAPER OF RS100.00)

Bank Guarantee No.

Date:

To:

Indian Bank

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.

**Annexure-9**



**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 the .....day 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.

**Annexure-10**  
**SELF DECLARATION – BLACKLISTING**

**To,**  
The Dy. General Manager  
Indian Bank, Zonal Office  
2<sup>nd</sup> Floor, New Building, Hazratganj,  
Lucknow-226001, UP

Dear Sir,

Sub: Tender for Annual Maintenance Contract (AMC) for Computer Hardware and its Peripherals  
at Branches and Offices of Indian Bank Zonal Office-LUCKNOW

**Ref:** Your Tender ref no. ZOLKO/IT/AMC/2021-22/01 dated 24/02/2022.

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:**