



INDIAN BANK, ZO KOLKATA1
GD-377&378, SECTOR-III, SALT LAKE
KOLKATA –700106

Ref:ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022



Request for Quotation (RFQ)

for

AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1 for the period of 1 year.

Last Date for receipt of bids	30/03/2022 at 03:00 PM
Date and time of opening Technical bids	30/03/2022 at 03:30 PM
Date and time of opening Commercial bids	31/03/2022 at 03:30 PM

**INDIAN BANK, ZONAL OFFICE KOLKATA1
GD-377 & 378, SECTOR-III, SALT LAKE
KOLKATA – 700106**

Ref:ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022

SCHEDULE

1)	Tender Reference Number and Date	RFQ No. Ref: ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022
2)	Last Date & Time for submission of Bids	30/03/2022 at 03:00 PM
3)	Documents to be submitted	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. Relevant brochures d. Any other information sought by the Bank with relevant to this tender
4)	Date of opening of Technical Bid (for verification of documents submitted by bidders)	30/03/2022 at 03:30 PM
5)	Date of opening of Commercial Bid	31/03/2022 at 03:30 PM

This RFQ document can be downloaded from the website: <https://www.indianbank.in/tenders> Modifications and Date of Extensions, if any, will also be posted on the same websites.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFQ.

Note: The tender is not splitable. Only one bidder/SI will be awarded with contract.

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SECTION-I

REQUEST FOR QUOTATION (RFQ)

- 1) Indian Bank invites quotations for AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1 for a period of 1 year i.e. from 01/04/2022 to 31/03/2023.
- 2) Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, manpower support, taxes etc. and conditions governing the repairs and maintenance of Hardware, as mentioned in this RFQ.
- 3) Final Commercial Bid and RFQ document to be submitted duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
- 4) Bank has the right to accept or reject any quotation/cancel the tender at any stage at its sole discretion without assigning any reason thereof.

Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefore.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.

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SECTION-II
INSTRUCTIONS TO BIDDERS

1) Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding 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) Amendment of bidding documents

- At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).
- The amendments if any, will be published in the website and will form part of the Bidding document.

3) Financial Bid

- Bidders have to submit their final commercial bid and purchase order will be issued to lowest quoted bidder.
- The calling for quote does not confer any right on the bidder for being awarded any purchase order.

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SECTION III
CONDITIONS OF CONTRACT

DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipment's.

1. Scope of Bid

- 1) Vendor has to provide comprehensive onsite AMC support for following hardware at 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1:

Items	No of Units/Locations	Total Qty*
PC	97	986
Server	97	94
Passbook Printer	97	119
Laser Printer	97	252
Scanner	97	138
DMP 80 Col	97	23
DMP 136 Col	97	23

* Approximate Quantity.

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1) The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office, Biometric software, etc., installation and configuration of peripherals like PCs, Printers, Scanners as required by the Bank from time to time & require assistance in data recovery, pre-emptive action against virus detection/removal.

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. AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, power supplies, memory, monitors etc. within next working day.

2) The vendor should respond to a site visit and commence repair work on the equipment within 4 hours of being notified of equipment malfunction. If the systems could not be rectified on first visit, 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 3 working days excluding the day of reporting.

3) The vendor should provide onsite support services of two engineers (at our Zonal Office Kolkata1, GD-377 & 378, Sector-3, Salt Lake, Kolkata-700106) to attend to support calls immediately and adequate number of field engineers on all working days. If any replacement is required, the same has to be provided by next working day. Replacement for onsite support engineer must be provided for the day if onsite support engineer/s does not attend the office on any working day.

4) The successful bidder has to perform physical verification of all the hardware covered under AMC for this RFQ and affix stickers (With Name of Successful bidder, AMC period, Contact Details for call logging) on every Server, PC & Peripheral.

5) For PCs, Servers and Scanners, all the spare parts should be covered under AMC.

6) In respect of Passbook Printers, the AMC is inclusive of Print Head.

7) Comprehensive AMC for the printers should cover all parts including fuser assembly set except toner and plastic parts.

8) **Based on re-assessment, the number of hardware items may be increased or decreased at the time of the contract or 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 RFQ.**

9) If at any point of time, the services of vendor are not found to be satisfactory, the contract will be terminated by Bank, giving one month notice in advance.

10) No charges will be payable for the movement of engineer from one location to another location for attending the service calls.

11) The firms/companies should have at least 5 years experience of undertaking AMC in PSU Banks/Financial Institutes and handling over 500

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- computers/peripherals. Necessary document like PO or WO in support of experience to be submitted.
- 12) No person associated/employed with the company should have any police case/complaint filed against him for any cyber/computer related crime.
 - 13) The bidder should not have been blacklisted by any Public Sector Bank/PSU's/de-empanelled in the past. A self declaration letter by the bidder, on the Company's letterhead must be submitted.
 - 14) No charges will be payable for carrying the spares/equipments/faulty devices from site to Bidder's work and back to bank.
 - 15) Declaration for direct support: The bidder should provide the support services directly, no outsource or sub contract support is accepted.

2. Penalty

In case any requirement is not made usable/repaired within the stipulated time as specified in RFQ, the vendor will be required to arrange for replacement of the same failing which the vendor will be liable to pay a penalty of Rs.100/- for each item per day which will be deducted from the subsequent payments to the vendor. The maximum penalty for each hardware shall be 10% of AMC cost for the affected unit.

3. Terms of Payment

The payment will be released quarterly(at the end of the quarter) on submission of invoice and call reports pertaining to the quarter by the vendor.

4. 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.**

5. 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.

6. Bank's right to accept or reject any bid or all bids or rate contract

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.

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If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from the contract without giving any notice to the vendor.

7. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

8. 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.

9. Indemnity Clause

If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the service provider shall indemnify the Bank and keep it indemnified in that behalf.

10. 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.

11. Period of Validity of Bids

Quote shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

12. Settlement of Disputes

a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by

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arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a Service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Service provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

d. Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the service provider any monies due to the service provider.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

13.Applicable Law

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

14.Jurisdiction

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Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

15.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.

16.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 Goods 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 any thing 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.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Service provider shall continue performance of the Contract to the extent not terminated.

17.Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, 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.

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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. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

18. 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.



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KOLKATA –700106

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PART-I

FINAL COMMERCIAL BID

Date:

Chief Manager
Information Technology Department
Indian Bank
ZONAL OFFICE KOLKATA1

Dear Sir,

Sub: AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1, with onsite support services of two engineers at Zonal Office Kolkata1 for a period of 1 year i.e. from 01/04/2022 to 31/03/2023.

Ref: Your RFQ No. ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022.

Referring to your above RFQ for quotations, we submit hereunder confirming the price bid for AMC of Hardware along with Manpower Support for the period 01/04/2022 to 31/03/2023, as detailed below:

Sl No.	Description	Qty# (a)	Unit Rate per year in Rs.* (b)	Total Amount for one year in Rs.* (a*b)
1	PC	986		
2	Server	94		
3	Passbook Printer	119		
4	Laser Printer	252		
5	Scanner	138		
6	DMP 80 Col	23		
7	DMP 136 Col	23		
	Total			

* Exclusive of GST.

Approximate Quantity.



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We submit that we shall abide by the details given above and the conditions given in your above RFQ.

Company Seal
Date

Name:
Designation:
Mobile No:
e-mail id:
Company Name:
Business Address:

Signature of the Vendor
(Authorized Signatory)



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GD-377&378, SECTOR-III, SALT LAKE
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ANNEXURE -I
BID FORM

Date: _____

Indian Bank
ZONAL OFFICE KOLKATA1
Information Technology Department
GD-377 & 378, Sector-III
SaltLake
Kolkata 700 106, India.

Sub: Request for Quotation (RFQ) for AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1, with onsite support services of two engineers at Zonal Office Kolkata1 for a period of 1 year i.e. from 01/04/2022 to 31/03/2023.

Ref: Your RFQ No. ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, we will provide the services and manpower supportas detailed in the RFQ.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

This bid, together with your notification of award/purchase order, shall constitute a binding Contract between us.

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.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of 2022

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



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ANNEXURE-II
SELF DECLARATION – BLACKLISTING

The Chief Manager
Indian Bank
ZONAL OFFICE KOLKATA1
Information Technology Department
GD-377 & 378, Sector-III
SaltLake
Kolkata 700 106, India.

Dear Sir,

Sub: Request for Quotation (RFQ) for AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1, with onsite support services of two engineers at Zonal Office Kolkata1 for a period of 1 year i.e. from 01/04/2022 to 31/03/2023.

Ref: Your RFQ No. ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022.

We hereby certify that, we have not been debarred/ blacklisted for cases of Cyber/Computer related Crime, corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions/Any erstwhile PSU Banks and not have been insolvent / bankrupt on the date.

No person associated/employed with the company has any police case/complaint filed against him/her for any cyber/computer related crime.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



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ANNEXURE - III

BID SECURITY DECLARATION

The Chief Manager
Indian Bank
ZONAL OFFICE KOLKATA1
Information Technology Department
GD-377 & 378, Sector-III
SaltLake
Kolkata 700 106, India.

Dear Sir,

Sub: Request for Quotation (RFQ) for AMC of Servers, Desktop PCs and Computer peripherals of all 97 branches/offices including ZO, RMPC and 02 Currency Chests under Zonal Office Kolkata1, with onsite support services of two engineers at Zonal Office Kolkata1 for a period of 1 year i.e. from 01/04/2022 to 31/03/2023.

Ref: Your RFQ No. ZOK1/IT/AMC/2022-23/218 Date: 16/03/2022

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFQ and we will not fail or refuse to execute the Agreement.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



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ANNEXURE-IV

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

Sr.No.	Criteria	Documents are to be submitted along with bid
1.	Final Commercial Bid	Final Commercial Bid to be given as per PART-I duly signed by authorized signatory
2.	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
3.	Copy of RFQ& Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder
4.	Bid Security Declaration	As per Annexure-III
5.	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks	Self-Declaration as per Annexure-II should be attached for non-black listing.
6.	Bid Form	As per Annexure-I