

RFQ 01/2021-22

10.12.2021

REQUEST FOR QUOTES [RFQ]

FOR

"PROVIDING COMPREHENSIVE ONSITE AMC SERVICES FOR COMPUTER HARDWARE / SOFTWARE ITEMS AT CANARA BANK, CIRCLE OFFICE PUNE AND REGIONAL OFFICES, BRANCHES AND OTHER UNITS LOCATED IN PUNE AND SURROUNDING DISTRICTS COMING UNDER CANARA BANK, CIRCLE OFFICE PUNE".

Issued by: Canara Bank,
Technology Management Section
Pune Circle Office
FP 790 (part)
Near Mangla Theatre
Shivaji Road, Shivaji Nagar
Pune - 411005

Email : tmcpone@canarabank.com

Phone No : 020 25530623/25530635



1. Requirement Details:

- 1.1. The Bank invites sealed offers ('Technical Proposal' and 'Commercial Bid') for providing "Comprehensive Onsite AMC services for Computer Hardware /Software items at Canara Bank, Circle Office Pune and Regional Offices, Branches and other units located in Pune and surrounding districts coming under Canara Bank, Circle office Pune" as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Servers & Other items is furnished in following tables:

Sl. No.	Item Description	Quantity
1.	Desktops	1688
2.	AIO systems	1077
3.	Laser Jet Printers	723
4.	Passbook Printer	429
5.	Scanner	474
GRAND TOTAL		4391***
NOTE : THE INVENTORY COUNT MAY VARY***		

- 1.2. Technical specification for each of the above Computer Hardware items and other items are furnished in Annexure-2.
- 1.3. The Detailed Scope of Work under the AMC Contract is furnished in Annexure-3.
- 1.4. All Computer Hardware/Software & other items under Comprehensive Onsite AMC should be valid for a period of One Year. The period can be extended thereafter on the same rates & terms and conditions at the discretion of the Bank provided service support is satisfactory.
- 1.5. Software support for AIO Desktops. If any Hardware issue, AMC vendor has to file complaint with OEM Vendor and get it resolved.
- 1.6. Bank reserves the right to increase or decrease the Computer Hardware/Software items and Other items under AMC to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

2. Bid System Offer:

This is two bid system which has following 2 parts:

- 2.1. Part A- Technical Proposal: Indicating their compliance to Scope of Work.
- 2.2. Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure-6.





for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune 411005 and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune”.

3.3. Part B-Commercial Bid :

- 3.3.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFQ on prices. Bill of Material should give all relevant price information as per Annexure-6. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 3.3.2. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Technical Proposal) Cover. The placement of Bill of Material in Part A (i.e. Technical Proposal) cover will make bid liable for rejection.
- 3.3.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 3.3.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 3.3.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 3.3.6. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART B-Commercial Bid for RFQ 01/2021-22 dated 10/12/2021 for providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, FP 790 (part), Near Mangla Theatre, Shivaji Road, Shivaji Nagar Pune 411005, and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune”.

4. Submission of Bids:

- 4.1. The Name and address of the Bidder, RFQ No. and Due Date of the RFQ are to be specifically mentioned on the Top of the envelope containing Bid.

The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFQ should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned below:

Sl. No.	Description	Details
1.	RFQ No.	RFQ 01/2021-22 dated 10/12/2021
2.	Brief Description of the RFQ	Request for Quotation for providing Comprehensive Onsite AMC Services for Computer Hardware Items at Canara Bank, Circle Office, Pune, FP 790 (part)



		Near Mangla Theatre , Shivaji Road, Shivaji Nagar, Pune 411005 and Regional Offices, branches and other units coming under Circle Office located in PUNE Urban and surrounding Districts coming under Canara Bank, Circle Office Pune
3.	Bank's Address for Communication and Submission of Tender	Divisional Manager, Canara Bank, Technology Management Section, PUNE Circle Office, Shivaji Nagar, Pune 411005 Tel - 020- 25530623 / 25530635 Email: tmcpne@canarabank.com Technology Management Section, Pune Circle Office, Shivaji Nagar, Pune 411005
4.	Date of Issue of RFQ	10/12/2021
5.	Tender Fee(Non Refundable)	NA (Bidder has to submit declaration as per Annexure 11)
6.	Earnest Money Deposit (Refundable)	NA (Bidder has to submit declaration as per Annexure 11)
7.	Last Date of Submission of Queries for Pre Bid Meeting	13/12/2021
8.	Date of Pre Bid Meeting	16/12/2021 3.00 PM
9.	Last Date of Submission of Bids	20/12/2021
10.	Date of Opening of Bid	21/12/2021
11.	Venue for Pre bid Meeting and Bid Opening	Canara bank, Circle office, Technology Management Section, Circle Office Pune 411005



This document can be downloaded from Bank's website <http://www.canarabank.com/english/announcements/expression-of-interest> In that event, the bidders should pay the Application Fee for RFQ document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Pune and submit the same along with the RFQ.

- 4.2. Bids sent through post/courier will also be accepted/ evaluated. Bids should be deposited in the Tender Box.
- 4.3. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 4.4. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mrs. Moushami Kumari Senior Manager Canara Bank Pune Circle Office Technology Management Section FP 790 (part) Near Mangla Theatre, Shivaji Road Shivaji Nagar Pune 411005 Tel - 020 25530635 / 25530623	Mr. Amol Karande Manager Canara Bank Pune Circle Office Technology Management Section FP 790 (part) Near Mangla Theatre, Shivaji Road Shivaji Nagar Pune 411005 Tel - 020 25530635 / 25530623

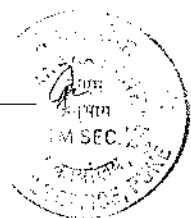
- 4.5. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned Officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 4.2.

5. Bid Opening :

- 5.1. The Part A-Technical Proposal shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date	Day	Time	Venue
21/12/2021	Tuesday	03.30PM	Canara Bank, T M Section, Circle Office, FP 790 (part), Near Mangla Theatre, Shivaji Road, Shivaji Nagar Pune 411005

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFQ, as per the format (Annexure-1) enclosed.



Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

5.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

5.3. The following details will be announced at the time of bid opening.

5.3.1. Name of the Bidders.

5.3.2. Such other details as the Bank at its discretion may consider appropriate.

5.4. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.

5.5. The Part A- Technical Proposal submitted by the bidder will be evaluated based on the document submitted in Part A- Technical Proposal. Bidder/s not submitting any document/s or not complying with terms and conditions will be liable for rejection. The Part B-Commercial Bid of only those bidders who qualified in Part A - Technical Proposal will be opened with due communication by the bank.

6. Evaluation of Bids:

6.1. The Bank will evaluate the bid submitted by the bidders under this RFQ. The Part A - Technical Proposal submitted by the bidder will be evaluated. The Commercial Bid of only those bidders who qualified in Part A - Technical Proposal will be reckoned for evaluation purpose.

6.2. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

7. Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Technical Proposal and Part B-Commercial Bid. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2.... etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

8. Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

8.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

8.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

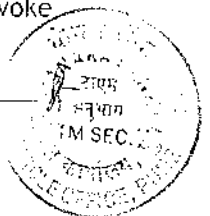
8.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.



- 8.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.
- 8.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 8.6. If the bidder does not accept the correction of errors, the bid will be rejected.

9. Determination of L1 Price:

- 9.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 9.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Bill of Material submitted in Part B-Commercial Bid.
- 9.3. The Bidder, who has quoted lowest price in the Commercial Bid, will be declared as L1 Bidder.
- 9.4. The Bidder who has quoted the 2nd lowest price in the Commercial bid will be declared as L2 Bidder.
- 9.5. The Bank reserves the right to split the quantities amongst L1 and L2 vendors for each item in proportions of 60:40 provided L2 vendors in each item is willing to match all the prices/rates of the L1 Prices for that particular item and complying the other terms & condition of the RFP in a fair and transparent manner.
- 9.6. Norms for distribution of purchase order is as under:
 - 9.6.1. In case of selection of 2 Bidders, 60% of required quantity will go to L1 and remaining 40% of required quantity will be distributed to the next bidder.
 - 9.6.2. First offer for matching the price with L1 will be given to L2. In case L2 does not agree to match L1 price, then the offer will be extended to L3 and so on.
 - 9.6.3. This does not give any right to L2, L3 and other Bidders to demand the distribution of purchase order.
 - 9.6.4. The Bank reserves the right to place order on L1 and L2 bidder only irrespective of the fact whether the other bidders i.e. L3 and so on match their price with L1 bidder or not. In the event of L2, L3 etc. are not matching the L1 price the entire quantity for that particular item will be awarded to L1 Vendor for that item.
- 9.7. Bank reserves the right to make changes, allot area of operation, based on actual requirements, at the time of placing the orders. The Bank decision in this regard is final and binding on the bidders.
- 9.8. Minor deviations in the number of allotments if any, will be accounted for at the appropriate time to ensure equitable distribution.
- 9.9. Bank reserve the rights to negotiate the rates where it deems necessary. In the event a bidder is not able to fulfil the contract, the Bank has right to cancel the order, invoke the Bank guarantee and to distribute the order to the other selected vendor/s.



- 9.10. If at the end of the Commercial Bid only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- 9.11. Bank has the right to cancel the process before awarding any orders at any point of time without assigning any reasons.
- 9.12. The Bank reserves the right to modify any terms, conditions and specifications of the RFQ and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFQ clauses. The Bank reserves the right to accept any bid in whole or in part.

10. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 60 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

11. Acceptance of Offer:

- 11.6. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.7. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 11.8. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFQ with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 11.9. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

12. Award of Contract:

- 12.6. The Bidder who is L1 will be referred to as the selected bidder and Bank will notify the name of the selected Bidder/s by display in the Notice Board of the Bank.
- 12.7. The contract shall, be awarded and the order shall be placed on selected Bidder/s. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 12.8. The selected Bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder/s shall be the date of acceptance of the order by the Bidder/s .
- 12.9. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder/s.
- 12.10. The Shortlisted bidder/s will be required to provide the service to Office of the Bank at the rates not higher than the agreed rate finalized under this RFQ.



13. Effective Date:

- 13.6. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 13.7. Failure to accept the order within seven days from the date of receipt of the order can be cancelled and also the vendor may be barred from participating in the future RFQs at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFQ by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

14. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

15. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "AMC Charges".

16. Security Deposit / Performance Bank Guarantee:

- 16.6. The successful bidder should submit a Security Deposit / Performance Guarantee of 3% of Annual Maintenance Charges within 15 days from the date of acceptance of the Purchase Order/Letter of Intent (LOI) or within 21 days from the date of issue of Purchase Order/LOI whichever is earlier.
- 16.7. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value (Exclusive of Taxes) plus GST.
- 16.8. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Pune / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Annexure-7. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 16.9. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of last installation and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 16.10. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.



- 16.11. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 16.12. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

17. Execution of Agreement

- 17.6. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Standard AMC Agreement" with the Bank at Pune as per the format to be provided by the Bank. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding Contract between the Bank and the Successful Bidder. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 17.7. The Agreement shall include all terms, conditions and specifications of RFQ and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

18. Uptime

- 18.6. The bidder shall guarantee a 24x7 availability with monthly uptime of 95.00 % for the All Computer Hardware/Software items & other items as specified in Annexure-2, during the period of the AMC Contract, which shall be calculated on monthly basis.
- 18.7. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 18.8. If the Bidder is not able to attend the troubleshooting calls on Computer Hardware/Software items & Other items working due to closure of the office/non-availability of access to the Hardware Items, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the AMC period.
- 18.9. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 18.10. The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted hours in a month} - \text{Downtime hours within contracted hours})}{\text{Total contracted hours in a month}} \times 100$$

- 18.11. Contracted hours of a month = No. of days in that month X 24 Hours.

19. Penalties/Liquidated damages for not maintaining uptime



19.6. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

19.7. Turn Around Time (TAT), Provision for Standby and Penalties

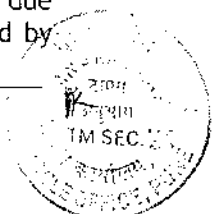
19.8. Penalty for not meeting the TAT is calculated as mentioned below:

Clause	TAT with sample Scenario	Penalty clause
First Response	The bidder shall provide response to oral, including telephone notice by Bank within 4 hours. The engineer should attend the call in Bank's working hours. Engineer visiting after working hours, will be considered that the call is attended on the next day.	Rs.500/day after expiry of 4 Hours.
Rectification/ Replacement Clause	The bidder shall provide repair and maintenance service in 24 Hrs. If any faulty parts need to be replaced by the AMC contract or by a new purchase, the replacement to be done within 24hours starting from the time of first visit of the engineer.	Rs.500/day starting from 28 Hours after first response till Rectification/Replacement.
Stand-by Clause	<p>(1) If the problematic spare part that needed to be replaced is not readily available, then the vendor should provide equivalent stand-by to the branch within 24 Hours from his First response.</p> <p>(2) After providing the stand-by Equipment, the replacement to be completed within 10 working days from the stand-by provided date. However, it should be ensured that the provided stand-by equipment can be utilized by the bank without any trouble. Else the same will be considered as down time.</p>	<p>(1) If suitable stand by is not provided within the stipulated time then the penalty will be Rs.1000 per day from 28Hours after first response till the standby is provided or the item is rectified and returned.</p> <p>(2) If the standby is provided but replacement is not done within the stipulated 10days, Rs.100 per day penalty will be levied after 10 days till replacement is done.</p>

19.9. The maximum penalty levied shall not be more than the 15% (Plus GST) of AMC amount payable for one Year.

19.10. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the AMC contract under this RFQ. The right of termination shall be in addition to the penalty and invocation of Bank Guarantee. The above penalty shall be deducted from the quarterly AMC payment due to the bidder.

19.11. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by



invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

19.12. All the above LDs are independent of each other and are applicable separately and concurrently.

19.13. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

20. Pricing & Payments:

20.6. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

20.7. The AMC Charges along with GST should be claimed in the invoice and GST will be paid in actuals at our end.

20.8. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.

20.9. Applicable Taxes (GST) will be paid at actuals.

21. Payment Terms:

21.6. The AMC Charges will be paid on Quarterly basis in arrears.

21.7. Bank will release the payment on completion of each quarter and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of undertaking AMC activities, satisfactory Service Report, Confirmation of preventive maintenance/visit certificate duly signed by Bank officials should be submitted while claiming payment in respect of AMC Services undertaken. Penalty if any and applicable TDS will be deducted and net amount will be released to the bidder.

21.8. Bank will not pay any amount in advance.

21.9. Payment shall be released within 30 days of submission of relevant documents as per RFQ terms.

21.10. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by T M Section, Circle Office at Pune and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

22. Subcontracting:

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank

23. Order Cancellation/Termination of Contract:



- 23.6. The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- 23.6.2. Non submission of acceptance of order within 7 days of order.
 - 23.6.3. Delay in execution of order placed by the Bank
 - 23.6.4. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
 - 23.6.5. The bidder goes into liquidation voluntarily or otherwise.
 - 23.6.6. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
 - 23.6.7. If deductions on account of Liquidated Damages exceeds more than 15% of the total contract price.
 - 23.6.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
 - 23.6.9. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- 23.7. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during contract period.
- 23.8. In case the selected bidder fails to Complete the services as stipulated, the Bank reserves the right to avail the similar Services from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- 23.9. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 23.10. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 23.11. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
24. Human Resource Requirement:
- The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:



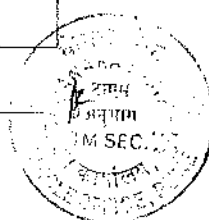
- 24.6. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service. Minimum 2 Resident Engineers in Circle Office and Minimum 1 Resident Engineers shall be placed in respective Regional Offices and they will have to exclusively attend to hardware issues at the Offices/Branches.
- 24.7. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 24.8. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 24.9. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 24.10. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 24.11. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.
25. Legal Disputes and Jurisdiction of the court:
- 25.6. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFQ. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 25.7. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Pune and the parties agree to submit themselves to the jurisdiction of such court as this RFQ/contract agreement shall be governed by the laws of India.



26. Eligibility Criteria of Bidder :

Bidders meeting the following Eligibility Criteria may respond to this RFQ :

Sl.No	Eligibility Criteria	Documents to be submitted along with the RFQ
1.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last three years as on RFQ date.	a Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
2.	The bidder should have minimum annual turnover of Rs.50 lakhs during the last three (3) financial years (i.e. 2017-18, 2018-19, 2019-20 and 2020-21(PBS)). This must be the individual company turnover and not of any group of companies.	Bidder has to submit Balance Sheet and ITR for last 3 Years i.e. 2017-18, 2018-19, 2019-20 and 2020-21 (audited/provisional). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number..
3.	The Bidder should have positive Net Worth as on 31/03/2021.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.
4.	The Bidder should have minimum experience of Three (3) years in providing Hardware/ Software Maintenance Services to any of the Public Sector Banks/Private Banks/PSUs/Govt Departments/Govt Institutions, having expertise in maintenance of minimum of 500 Desktops & 100 Printers under AMC as on 31/03/2021.	Bidder has to submit purchase order copies/reference letter/ documentary proof duly mentioning the number of Desktops, Printers and other IT Assets covered under Comprehensive AMC by the bidder during the last 3 years from Public Sector Banks/Private Banks/PSUs/Govt Departments/Govt Institutions in India.
5.	The bidder shall have Service Centre in PUNE with minimum of 15 engineers having experience in maintenance of hardware items.	Details of the Service Centre in PUNE with documentary proof should be provided. Details of the minimum 15 Qualified Service Engineers having experience in maintenance of Hardware Items present in PUNE office should also be provided.
6.	Bidder should have valid ISO 9001 and ISO 20000 Certification.	Copy of the certificate to be submitted.



7.	The Selected Bidder providing AMC Services to Bank shall conduct background verification check for the Service Engineers deployed to Bank and to provide the certificate in this regard.	A self-declaration in bidder's letter head to comply with the condition must be furnished. The Selected bidder should also submit the background certification report of their service engineers.
8.	The bidder should not have been currently blacklisted / barred / disqualified by any Govt. or PSU or PSB or regulator/statutory body or institution during last two years.	A self-declaration in bidder's letter head to this effect must be furnished.
9.	Non-disclosure agreement	Non-Disclosure agreement (as per ANNEXURE-8) to be submitted by the bidder.


DEPUTY GENERAL MANAGER




Annexure-1

Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Technical Proposal / Part B-Commercial Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Divisional Manager,
Canara Bank
Technology Management Section,
Pune Circle Office
FP 790 (part)
Near Mangla Theatre
Shivaji Road, Shivaji Nagar
Pune - 411005

Dear Sir,

SUB: Providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shvaji Road, Shivaji Nagar, Pune 411005 and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune.

Ref: Your RFQ 01/2021-22 dated 10/12/2021

This has reference to your above RFQ.

Mr./Miss./Mrs. _____ is hereby authorized to attend the bid opening of the above RFQ on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.



Annexure-2

Technical Specification of Computer Hardware/Software items & Other Items installed in Canara Bank to be covered under AMC

SUB: Providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shvaji Road, Shivaji Nagar, Pune 411005, and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune.

Ref: Your RFQ 01/2021-22 dated 10/12/2021

Note:

1. The Bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this RFQ, to ensure the uptime of the Computer Hardware/Software items& Other items under AMC.
2. The selected bidder shall own the responsibility to demonstrate that the Services offered are as per the specification/performance stipulated in this RFQ and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

A) Technical Specifications of Computer Hardware/Software items& Other Items:

Sl. No.	Item Description	Quantity
1	Desktops	
2	AIO systems	
3	Laser Jet Printers	
4	Passbook Printer	
5	Scanner	

LOCATION WISE BREAK UP

RO NAME	AIO	DESKTOP	LJP	PBP	SCN	DMP	GRAND TOTAL
Pune I							
Pune II							
Aurangabad I							
Aurangabad II							
Solapur							
Nagpur I							
Nagpur II							



B) Coverage of AMC

1. All parts of the Computer Hardware/Software items & Other items should be covered under Comprehensive Onsite AMC. If any part needs to be replaced to resolve complaints, the same should be replaced with equivalent or superior part which is compatible, Replacement should be done at no cost to the bank.
2. Cost of all spares and labor charges should be borne by the vendor under AMC.
3. List of Computer Hardware/Software items & Other items to be covered under comprehensive AMC is as above. The Vendor should go through the entire list and its configuration before quoting the bid price. The Vendor should make available the spare parts of the same OEM or equivalent.
5. The list of Computer Hardware/Software items & Other items are not exhaustive, additions or omissions to be made will be informed to you from time to time and the same should be incorporated in the AMC on quarterly basis. The Vendor is required to maintain proper inventory of all Computer Hardware/Software items & Other items.
6. If required, the vendor shall visit all our locations and verify the Computer Hardware Item details before commencing the AMC contract. This will be termed "Preliminary Visit". It shall be done at no expense to the bank. All items will be treated as perfectly working at the time of starting the contract.

Date

Signature with seal

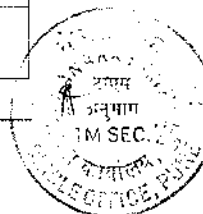
Name :

Designation :





C.	Maintenance Standard	
1.	All field team visiting our offices should be employees of the company, the staff strength and posted locations are to be mentioned in your response to our RFQ.	
2.	All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They shall be competent enough to install or rectify all the Computer Hardware/Software items & Other items under their AMC service to the satisfaction of the bank. They may be guided by the call coordinator for any technical assistance.	
3.	For OS related issues in which formatting of hard disk is necessary, data backup should be done in advance and need to be restored as per satisfaction of the User after formatting.	
4.	Field team or any service team shall not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the call coordinator or competent alternative in the vendor company. However, the call coordinator may contact us for guidance on any matter which is not yet clarified.	
5.	Vendor should ensure that disks/pen drives used by their engineers during repair/maintenance should be free from any computer virus or malware. In case it is conclusively proved that the hardware item has been infected through the said means, the expenses incurred by the bank for restoring the system and data will be recovered from the vendor by any suitable means.	
6.	Repair work for any Computer Hardware/Software items & Other items shall be carried out at onsite basis. If such repair is unsuccessful, vendor may take the faulty computer hardware item to their nearest service Centre to perform the repairs. However, in such cases, standby item of equal specification should be provided by the vendor and made working so that bank work may not be affected due to the down time.	
D.	Scope under AMC also includes the following:	
1.	Rectification of Bugs/defects if any.	
2.	Ensuring uptime of 95%.	
3.	Preventive Maintenance Quarterly.	
4.	Maintenance of Hardware Items and other items including Software (Operating System, Operating System Clusters etc.).	
5.	If any Software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the AMC vendor during the Contract period.	
6.	Any corruption in the Software or Media shall be rectified during the full period of the contract of AMC, at no extra cost to Bank.	
7.	The system spare parts/services, as and when required, and complete maintenance of the hardware items during AMC, shall be supported for a period as specified in the RFQ by the Bank.	
8.	Only licensed copies of the software shall be ported in the hardware items under AMC.	
9.	The onsite resources in co-ordination with offsite team should ensure the uptime commitments.	



E.	Future additions of Hardware / Software:	
	Bank would have the right to:-	
	i) Shift the supplied system to an alternate site of its choice	
	ii) Disconnect/connect/substitute peripherals such as printer, etc. or devices or any equipment/software acquired from another vendor.	
1.	iii) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor, or developed in-house.	
	iv) Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.	
2.	The warranty terms would not be considered as violated if any of the (i), (ii) or (iii) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.	
F.	Escalation details and changes.	
1.	Escalation matrix of company should be shared to the bank for escalating service related concerns.	
2.	The Vendor shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank.	
3.	It will be sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.	
G.	Other Compliances	
	All AMC vendors servicing the Bank should comply with the Bank's IS Security policies in key concern areas relevant to the activity. The broad areas are :	
	i) Responsibilities for data and application privacy and confidentiality.	
	ii) Responsibilities on system and software access controls and administration.	
1.	iii) Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to vendor.	
	iv) Physical security of the facilities.	
	v) Physical & logical separation from other customers of the vendor.	
	vi) Incident response and reporting procedures.	

Date

Signature with seal

Name :

Designation :



Annexure-4

Escalation Matrix

SUB: Providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shvaji Road, Shivaji Nagar, Pune 411005, and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune.

Ref: Your RFQ 01/2021-22 dated 10/12/2021

Name of the Company/Firm:

Service Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Third level contact (If response not received in 24 Hours)				
d.		Company Head (If response not received in 48 Hours)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name :

Designation :



Annexure-5

Service Support Details

SUB: Providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shvaji Road, Shivaji Nagar, Pune 411005, and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune.

Ref: Your RFQ 01/2021-22 dated 10/12/2021

Sl. No.	Circle	Postal Address	Mobile Landline Email-ID	No., No,	No. of Engineers/ Service Staff
1.	Pune				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

Date

Signature with seal

Name :

Designation :



Annexure-6

Bill of Material

SUB: Providing Comprehensive Onsite AMC Services for Computer Hardware/Software Items at Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shivaji Road, Shivaji Nagar, Pune 411005 and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune.

Ref: Your RFQ 01/2021-22 dated 10/12/2021

Notes

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFQ terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table -A

AMC Charges for 1 year contract period

[Amount in Rs.]

Sl. No.	Hardware Item	Quantity	AMC			
			One years AMC charges per unit (Excl. of Tax)	Tax for Column A		One year AMC charges per unit (Incl. of tax)
			A	B % of Tax	C Tax Amt	D=A+C
1.	DESKTOP					
2.	AIO systems					
3.	LASER JET PRINTER					
4.	PASSBOOK PRINTER					
5.	SCANNER					
6.	DOT MATRIX PRINTER					
7.	SOFTWARE SUPPORT FOR ALL NEW AIO DESKTOPS.					
8.	Total Cost of Ownership (total of serial no.1 to 7 of column D)					

Note:



- i. The above charges are including the Resource Cost for maintenance under AMC, replacement of Spare parts and to provide AMC Services as per the terms and conditions of the RFQ. No additional charges will be paid over and above the quoted prices.

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFQ clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFQ.

Date

Signature with seal

Name :

Designation :



Annexure-7

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To

The Deputy General Manager,
Canara Bank,
Circle Office,
Pune FP 790 (part)
Near Managla Theatre,
Shvaji Road, Shivaji Nagar,
Pune 411005
Maharashtra

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to provide "Comprehensive Onsite AMC Services for Computer Hardware/Software Items Canara Bank, Circle Office, Pune FP 790 (part) Near Managla Theatre, Shvaji Road, Shivaji Nagar, Pune 411005, and Regional Offices, branches and other units coming under Circle Office located in Pune Urban and surrounding Districts coming under Canara Bank, Circle Office Pune" as per their Contract dated _____ with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.



Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that



Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Pune on or before _____
(mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2021.

For and on behalf of

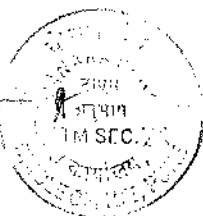
_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Canara Bank

Name of the Branch: DECCAN GYMKHANA BRANCH

IFSC Code: CNRB0000382



ANNEXURE -8

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Canara Bank, having its office at Canara bank Circle Office, FP 790 (part), Near Mangla Theatre, Shivaji Road, Shivaji Nagar, Pune 411005 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for "Empanelment of Vendors for providing AMC Services of the Computer Hardware/ Software Items at Canara Bank, Circle Office Bengaluru, Regional Offices, branches and other units located in Bengaluru and surrounding districts coming under Circle office, Bengaluru ." and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name :

Designation :

