

केनरा बैंक Canara Bank

केनरा बैंक का शिवालय

A Government of India Undertaking

सिंडिकेट Syndicate

केनरा बैंक  Canara Bank

REQUEST FOR QUOTATION  
[RFQ 6970/IT-AMC/02/2024-25]

FOR

“ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF CANARA BANK UNDER REGIONAL OFFICE NEW DELHI”

Issued By:

Canara Bank  
ATM Maintenance Section  
Regional Office New Delhi,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022  
Phone No: 011- 20903031  
Email Id: [dssrondel@canarabank.com](mailto:dssrondel@canarabank.com)



ATM/HARDWARE AMC Section, Regional Office New Delhi Tamil Sangam Bldg, Tamil Sangam Marg Sector 5, RK Puram, New Delhi 110022 Phone No: 011- 20903031, Email: [dssrondel@canarabank.com](mailto:dssrondel@canarabank.com)

**Details in Brief**

Sl. No.	Description	Details
1.	RFQ No.and Date	RFQ 6970/IT-AMC/02/2024-25 dated 18.03.2024
2.	Location Address for submission of Quotation/s [Address for Communication]	CANARA BANK Regional Office New Delhi Tamil Sangam Bldg, Tamil Sangam Marg Sector 5, RK Puram, New Delhi 110022 Phone No: 011- 20903031
3.	Date of Issue	18.03.2024
4.	Last Date of Submission of Quotation	26.03.2024 2:00 PM
5.	Date and Time of Opening Quotation	26.03.2024 3:30PM

**A. Instructions to Vendor**

The Bank wishes to procure Annual Maintenance Contract for Computer items & Peripherals from reputed vendors to its Branches/Offices spread across the district of New Delhi Central Delhi and South Delhi through RFQ (Request for Quote) process.

**1. Introduction:**

The Bank intends to procure Annual Maintenance Contract for Computer items & Peripherals from reputed vendors for its Branches/Offices spread across the district of New Delhi, Central Delhi and South Delhi through (comes under Canara Bank, Regional Office, New Delhi) RFQ (Request for Quote) process.



## 2. Scope of Work:

1. The Bank intends to procure Annual Maintenance Contract for Computer items & Peripherals from reputed vendors for its Branches/Offices spread across the district of New Delhi, Central Delhi and South Delhi through (comes under Canara Bank, Regional Office, New Delhi) RFQ (Request for Quote) process.
2. The selected vendor will enter into a Contract with Canara Bank Regional Office, New Delhi Centrally at Tamil Sangam Bldg, Tamil Sangam Marg, Sector-5, RK Puram for AMC of computer items and peripherals Canara Bank branches / offices in the district of New Delhi, Central Delhi and South Delhi as per the specifications and Requirements details mentioned in the RFQ.
3. The selected vendor will undertake to ensure availability of Hardware Parts & peripherals including sufficient manpower as mentioned elsewhere in the this RFQ documents for providing AMC service.
4. The selected vendor will provide the latest available models of hardware items, or software to meet the RFQ requirement. In case the proposed hardware or software item is not available at the time of Purchase Order during the validity of the Contract Period, Quotation has to provide the hardware or Software with higher specification or higher version without any additional cost to the Bank.

## 3. Eligibility Criteria:

- 0.1. The vendor should have 7 years of experience in Computer Maintenance Services. The vendor should provide copies of contracts/work orders/documentary evidence in support of past experience of similar services along with names, addresses and contact details of clients shall be provided with quotation for verification by the buyer.
- 0.2. The vendor should be an authorised Service Provider/Partner for one or more OEM- HP, Samsung, Acer, Dell, Canon with Capable Engineers to support Desktops, Printers, Scanners and other computer peripherals, etc.
- 0.3. The vendor must have annual turnover of IT Services (Sales part not included) of Rupee 1 Crore per year for the last 3 years. Documentary proof is to be submitted.
- 0.4. The vendor should have AMC in hand for at least 500 computers, 100 LaserJet, 100 passbooks and peripherals or more in a single work order in the last three years.
- 0.5. The vendor should not have been **black-listed** by any Public Sector Bank/PSU/Government Department in the past for their AMC services. A self-declaration letter by the vendor, on the company's letter head should be submitted along with the quotation. The vendor should conduct background verification check for the service Engineers deployed to bank and to provide the certificate in this regard.



0.6. Non-compliance to any of Eligibility criteria would result in outright rejection of the Vendor's proposal. The Vendor is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

#### 4. Objective

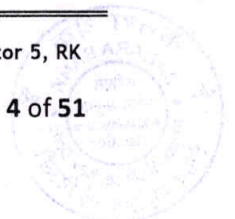
- 4.1 The Bank intends to enter into Annual Maintenance Contract for IT Hardware/ATS for software from reputed vendors for its Branches/Offices.
- 4.2 The selected bidder will enter into a Contract with Canara Bank Regional Office, New Delhi Centrally at Tamil Sangam Bldg, Tamil Sangam marg, Sec-5 RK Puram, New Delhi 110022 for AMC of IT hardware/ ATS for software items and peripherals as per the specifications and Requirements details mentioned in the RFP.
- 4.3 The selected bidder will undertake to ensure availability of Hardware Parts & peripherals including sufficient manpower as mentioned elsewhere in this RFP documents for providing AMC service.
- 4.4 The selected bidder will provide the latest available models of hardware items to meet the RFP requirement. In case the proposed hardware item is not available at the time of Purchase Order during the validity of the Contract Period, Bidder has to provide the hardware with higher specification without any additional cost to the Bank.
- 4.5 The Bank is looking at a highly professional relationship with the Service Provider who shall provide Comprehensive AMC service of hardware items & ATS for software items effective from the respective dates as per Annexure-12 for a period of Two (2) Years.

The bidders satisfying the Pre-Qualification Criteria as per the RFQ and complying with all terms and conditions of the RFQ may respond.

#### 5. Requirement Details

- 5.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', & 'Technical Proposal') for Annual Maintenance Contract through RFQ - offline in Canara Bank as per the Terms & Conditions, Technical Specifications/requirement and Scope of Work described elsewhere in this document. The brief description of computer items and peripherals in Canara Bank branches / offices spread over the district of New Delhi, Central Delhi and South Delhi comes under Regional Office, New Delhi is furnished in following tables:

Sl. No.	Item details	Quantity
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a.	Annual Maintenance Contract of Computer items i.e. Desktop, Printer, Passbook Printer, Color Printer and Scanner in Canara Bank Branches/offices under Regional Office, New Delhi.	As per Annexure-12
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5.2. All the above existing Hardware / Software of Computer & Peripherals in Canara Bank are to be covered under the AMC of 2 Years commencing from 01/04/2024 to 31/03/2026 subject to annual review (if contracted).

5.3. Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.

## 6. Participation Methodology:

6.1. In the tender authorized Service Provider/Partner for one or more OEM e.g. HP, Samsung, Acer, Dell, Canon, etc. satisfying the stipulated Eligibility Criteria & meeting the requirement of RFQ can quotation for the item/product in the tender.

6.2. The vendor should assume complete responsibility for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFQ at no additional cost to the bank. To this effect Vendor should provide a dealer/distributor certificate.

## 7. Broad Scope of Work for AMC:

The Broad Scope of Work for providing Comprehensive AMC Services is as follows:

7.1. Vendor has to provide Maintenance & Repair Services for the Computers, Peripheral Devices & related System Software Upgrade of branches / offices across district of New Delhi, Central Delhi and South Delhi to ensure smooth functioning & working of the Bank's Computers & Peripheral Devices covered under AMC during the entire AMC period.

7.2. The AMC Services will be on Comprehensive Onsite basis inclusive of all repairs and replacement of Hardware & Spare parts, at no additional cost to the Bank. However, consumable items defined elsewhere in RFQ / Contract Agreement shall be payable at actual against submission of GST Compliant Invoice.

7.3. The Vendor has to provide AMC Services for these Computers and Peripherals on "as and where is" basis. Bank is not liable for any pre-existing problems/non-working condition of the Computers and Peripherals covered under AMC.

7.4. The vendor should have sufficient resources, spare parts and capabilities to execute the order.



7.5. During the term of the Contract, vendor shall maintain the Equipment in good working order and condition and for this purpose will provide the following repairs and maintenance service:

- The Vendor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during the Branch's Working hours on Working days of the Bank (other than bank holidays). However in no circumstances making operation of the computer / computer peripherals go beyond 2 Working days after reporting by the Branch / office. In cases where unserviceable parts of the Equipment need replacement, the vendor shall replace such parts, at no additional cost to the Bank, with brand new parts or those equivalent to new parts in performance provided that if the vendor is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs print heads the same will incur an additional charge which shall be reimbursed on actuals upon submission of GST Compliant Invoice to the respective Branch/Office.
- In case of exigencies/urgent requirement (including Bank Holidays), Vendor has to provide such maintenance services outside the Working hours at no additional cost to the Bank.
- The Vendor should log all Service Request/Complaint Calls from users at Branches/Offices and provide them with a Reference Number of the same for subsequent Tracking/follow-up if required. The method of booking complaints shall be Telephone / E-mail / Letter Communication.
- The Vendor shall provide repair and maintenance services. The maximum response time for a maintenance complaint (i.e. time required for maintenance engineers to report to the Branch/Office after a request Telephonic call / E-mail is made or letter is written) shall not exceed 24 hours from the receipt of such communication in case the service centre/direct office is situated at the same location where the Equipment is installed and 48 Hrs. in other cases.
- The Vendor shall ensure that faults and failures intimated by Bank as above are set right within 2 Working days of diagnosis of the problem if any part is to be replaced.
- Escalation matrix should be provided for support as per Annexure-16.
- All engineering changes generally adopted hereinafter by the Vendor for equipment similar to that covered by this Contract, shall be made to the Equipment at no additional cost to the Bank.

7.6. In addition to the Repair & Maintenance of Hardware, Installation and Updation of Software & Applications include but not limited to the following:



- Installation and Configuration of Software required for the Bank.
- Customize Settings of Computer, Scanner, Printers (Passbook, Laser, Etc.) etc.
- Installation, Reinstallation of Operating System, Application Software, System Software, Drivers, etc.
- Installation and configuration of Software & Operating System Updates.
- Rectification of any corruption in the Software or media.
- Configuration and maintenance of Custom Browser Settings for Web Applications used by Bank.
- Custom Java, Network Configuration Settings in Computers & Peripherals.
- Installation, Re-installation & Support Associated Applications like Oracle, Open Office, MS Office, Adobe Reader, etc.
- Monitoring of Up to date Updation of Antivirus Definitions.
- Attending Issues of Operating System, Application Software, System Software, Drivers, etc. of Computers and Peripherals.
- Necessary Installation/ Re-Installation, Configuration of Software, Network in Computers and Peripherals to enable smooth functioning of Applications extended to Canara Bank and E-Syndicate Bank Branches/Offices.
- Providing Support to Conduct Video Conferencing as per the requirement of the Bank.

7.7. In respect of Items under Warranty with Bank, the AMC vendor has to lodge Complaint with the respective Hardware Vendors/ OEM and follow up for resolution of the Calls.

7.8. Preventive Maintenance: The Vendor shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repairing of the Equipment) of all the Contracted Computers and Peripherals within the first 30 days of the commencement of the Contract Period and once in every 6 months during the Contractual Period. The Vendor shall not outsource any activity which comes under the scope of this contract.

7.9. The Vendor shall ensure that the Service Engineers shall invariably produce identity card issued by the Vendor while carrying the maintenance activity at the Branch / Office premises. The Vendor's maintenance personnel herein, shall be given access to the Equipment, when necessary, for purposes of performing the repair and maintenance services indicated in this Contract. The Vendor's personnel has to



follow the Rules/Regulations of the Bank while performing duties at the Branch/Office location.

- 7.10. Vendor has to maintain Service Call Report for repair/maintenance activity carried out at Branch/Office location by Service Engineer, wherein incident of Equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the Equipment together with a description of the malfunction or the cause for work. This Service Call record should be authenticated by the Officials of the Branch and should be submitted along with the claim of AMC Charges half yearly in arrears.
- 7.11. The Vendor's Engineer at Regional Office shall also maintain details of such maintenance and repair log centrally detailing incident of such equipment malfunction for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to the Vendor. The above Report has to be submitted on Monthly Basis to the Bank.
- 7.12. Any worn out or defective parts withdrawn from the Equipment and replaced by the Vendor shall become the property of the Bank. However, vendor should ensure that Faulty Equipment containing Bank's Data is properly backed up and also data is erased from the faulty part.
- 7.13. The Bank may shift any Computers, Hardware Items, Peripherals covered under this AMC to new Branch/Office location within Haryana State as per the requirement during the Contract Period. In such a case, the vendor undertakes to continue to maintain the goods at their new location without any additional cost to the Bank.
- 7.14. The Successful vendor should invariably maintain the Standards, and to follow the stipulations with regard to Bank's Data and Information as undertaken by the Vendor in the Non-Disclosure Agreement.
- 7.15. During AMC period Bank may, by notice of not less than 30 days in writing to the selected vendor, modify or delete either any location or all location, either partial items or all items of the contract.

## 8. Technical / Functional Requirements

The Vendor shall comply with the Technical & Functional Specifications narrated in Annexure 11. The vendor should also maintain confidentiality of information shared with them during the tenure of the project, As per Non-Disclosure Agreement

## 9. Service level Agreements:-

- 9.1. This Agreement is effective for Two years **subject to annual review**. The renewal of the agreement will be done on the basis of annual review and renewal will not take place if notice in writing or intention not to renew this Agreement is given by either party to the





other at least three calendar months in advance at the address mentioned above by Registered post/Speed Post or by way of E-mail Communication through Corporate Mail IDs.

- 9.2. Services should be provided by the service engineers during Working Hours of Bank on all working days. However, In case of exigencies/urgent requirement, Vendor has to provide such maintenance services outside the Working hours at no additional cost to the Bank.
- 9.3. After the award of the contract, if the selected vendor 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 three months' notice for the same. In this event, the selected vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. Such additional expenditure shall be incurred by the Bank within reasonable limits at comparable price prevailing in the market. This clause is applicable, if for any reason, the contract is cancelled.
- 9.4. The vendor in it's each Service Centre shall keep sufficient quantities of spares of essential kits or parts of the equipment. The spares must be original and as per the standard hardware configuration as approved by the Bank.

10. **Uptime :-**

- 10.2. The selected vendor shall guarantee availability of Service Engineers during Working Hours of the Bank on all Working Days (excluding Bank's Holidays) during the entire AMC period.
- 10.3. The Vendor will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at least 90% uptime on 9 x 7 Basis of operation of the device, calculated on a monthly basis.
- 10.4. The "Uptime" is, for calculation purposes, equals to the Total contracted hours (i.e. 9 x 7 basis) in a month less "Downtime". The "Downtime" is the time between the Time of Failure and Time of Restoration of Issue within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the said Device.
- 10.5. The percentage uptime is calculated on monthly basis per device as follows:

$$\frac{(\text{Total contracted hours } 9 \times 7 \text{ basis in a month} - \text{downtime hours within contracted hours})}{\text{Total contracted hours in a month}} * 100$$

Total contracted hours in a month

11. **Penalties/Liquidated Damages:**

- 11.1. Penalties/Liquidated damages for delay in uptime would be as under:
- 11.2. If the selected vendor fails to maintain the guaranteed uptime AMC period, Penalty for Downtime will be deducted as under:



Uptime calculated on monthly basis	Penalty amount
Upto95%	No Penalty would be deducted
92% to 95%	Rs.250/- (Plus GST)
90% to 92%	Rs.500/- (Plus GST)
Less than 90%	Rs.1000/- (Plus GST)

- 11.3. If monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFQ. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected vendor (including AMC payments).
- 11.4. Penalties/Liquidated Damages for non-performance: If the specifications of the RFQ are not met by the selected vendor during various tests, the selected vendor shall rectify the same at their cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.
- 11.5. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected vendor under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected vendor or from any other amount payable to the selected vendor 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.

## 12. Payment Terms:

- 12.1. Payment will be released after execution of stamped "Contract Agreement" and also Non-Disclosure Agreement (NDA) as per the RFQ Terms.
- 12.2. Please note that Originals invoices in duplicate reflecting GSTIN, State Code, HSN Code, State Name, Taxes & Duties, should be submitted while claiming payment.
- 12.3. The selected vendor has to submit Satisfactory Service, Preventive Maintenance & Service Call Log reports duly signed by the respective Branch/offices, while claiming payment.



- 12.4. Payment shall be released within 30 days of submission of relevant documents as per RFQ terms, Order Terms and after signing the contract Agreement.
- 12.5. Bank shall pay amount on half yearly basis in arrears, after receiving the documents as above from the vendor.
- 12.6. The Bank may decide to add or remove certain Computers or peripherals from the AMC at any point of time during the Contract. Payment for any inclusion / deletion of Computer, Printer, Scanner and other peripherals during the Contract Period will be calculated on pro-rata basis.
- 12.7. The selected vendor has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. while claiming the payment.
- 12.8. The payments will be released through NEFT / RTGS after deducting LD( Penalty), IT-TDS, GST-TDS & other applicable TDS / Taxes if any, centrally at Regional Office, New Delhi.

### **13. ONSITE RESOURCES & SUPPORT:**

- 13.1. The vendor has to provide 1 On-Site Engineers at Regional Office, New Delhi (For field work vendor has to arrange engineers to branch visit as and when complaint registers) having experience in providing Hardware Maintenance Services of Computers and Peripherals, Software Support etc.
- 13.2. The Engineers available at Regional Office New Delhi should be certified in Computer Hardware. The Certification should be valid till the Contract Period. Vendor has to submit the Copy of Certifications of the Engineers to be deployed in support of the same.
- 13.3. The Onsite Resources shall be providing necessary Support to Branches/Offices in their day to day functioning of Computer Hardware, Software (including Up gradation of OS Version, patches, Anti-Virus, Domain Setting, Biometrics etc) Printers, and other peripherals etc. installed at all the Branches/Offices as per the Scope of Work and Requirement of RFQ.
- 13.4. The resource Timings will be minimum 10 AM to 7 PM on all Bank Working days.
- 13.5. The Onsite Support will be available from Day One of Commencement of AMC Contract Service Period and should be available till the entire AMC Period unless Bank gives written notice for termination of Services of On-Site Support.
- 13.6. If Bank is unsatisfied with the Services rendered by Onsite Engineer/s at any location, vendor has to replace the Engineer with better experienced/qualified Engineer within 7 days of such written intimation by the Bank.
- 13.7. The Vendor has to submit following KYC Documents for Onsite Engineers:



- 13.8. Latest Resume (Candidate Photograph should be part of Resume only) and Print should be coloured only.
- 13.9. Address Proof (Local and Permanent) - Duly Attested photocopy by Candidate and Employer.
- 13.10. Aadhar Card - Duly Attested photocopy by Candidate and Employer.
- 13.11. Background Police Verification Report - Duly Attested photocopy by Candidate and Employer.
- 13.12. In case, the Resources go on leave/absence, replacements having equivalent or higher experience has to be arranged by the vendor to ensure continuity of the Services.
- 13.13. The Vendor's Onsite Engineers has to follow the Rules/Regulations of the Bank while performing duties at the Branch/Office location.

#### 14. Defect liability:

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the AMC period (if contracted) of the contract, the selected vendor shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFQ terms.

#### 14. Submission of Quotations:

- 14.1. The quotation should be submitted in sealed cover addressed to the Bank at the following address within the date and time specified in the (Quotation details in Brief)above.

Canara Bank  
ATM Maintenance Section  
Regional Office New Delhi,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022  
Phone No: 011- 20903031  
Email Id: [dssrondel@canarabank.com](mailto:dssrondel@canarabank.com)

#### 15. Quotation System Offer:

- 15.1. The response to the RFQ will be submitted by way of single stage quotation as detailed below:

15.1.1. The Quotation should be put in a closed envelope and should be super scribed as "Offer for AMC for Computer & Other IT Hardware under Canara Bank



**Regional Office , New Delhi” on the top of the envelope.**

- 15.1.2. The envelope shall bear the RFQ No., RFQ Details, name & complete postal address of the vendor and authority to whom the Quotation is submitted.
- 15.1.3. The envelope/s should be properly sealed and submitted.
- 15.1.4. All documents must be duly signed by the authorized signatory of the vendor. No over writing ,erasures are permitted.

**16. Amendment to Quotation Document:**

- 16.1. At any time prior to deadline for submission of Quotations ,the Bank ,for any reason, whether ,at its own initiative or in response to a clarification requested by prospective empanelled vendor, may modify the quotations document, by amendment.
- 16.2. Notification of amendments will be made available through e-mail communication only to all vendors and will be binding on all vendors and no separate communication will be issued in this regard.
- 16.3. In order to allow reasonable time to prospective vendors to take the amendment into account in preparing their quotation, the Bank ,at its discretion, may extend the due date for submission of quotation for a reasonable period as decided by the Bank for the submission of Quotations.

**17. Price Composition:**

- 17.1. The price quoted should be only in Indian Rupees.
- 17.2. The vendor has to give price of all the items separately, as mentioned in Bill Of Material as per Annexure-19.
- 17.3. The vendors should alone bear the expenses like transportation, loading/unloading charges etc.
- 17.4. The vendor has to quote applicable GST as mentioned in the Bill of Material.

**18. Opening of Quotation:**

- 18.1. The representative of the vendor can be present for the opening of the Quotation. No separate intimation will be given in this regard to the vendors for deputing their representative .The quotation will be opened in the presence of Vendor's representative and Bank Officials.
- 18.2. Non-attendance at the quotation opening will not be a reason for disqualification of a vendor.

**19. Evaluation Criteria:**

- 19.1. After completing the above process ,the Bank will declare L1,L2,and L3....Vendor in order to determine the Lowest evaluated Quotation (L1)and will award the contract to the L1 Vendor. In case of failure or refusal to execute the order, Canara Bank, ATM/Hardware & AMC Section, Regional Office New Delhi shall have the right to



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dispose the items to L2/L3 vendor on matching the L1 (Lowest) prices.

ATM/HARDWARE & AMC SECTION EXECUTIVE

2



**Note:** The following Sections, Annexures, Forms and Formats are uploaded in Bank's website under URL: <https://canarabank.com/english/announcements/Tender/Vendors> are requested to submit applicable Annexures, Forms and Formats by downloading from the above-mentioned website.

**ANNEXURE-1**  
**Checklist**

No	DESCRIPTION	Submitted Yes/No
<b>F. ANNEXURES( To be submitted with Part A-Conformity to Eligibility Criteria)</b>		
1.	Check list	
2.	Quotation Covering Letter Format	
3.	Applicant's Profile	
4.	Eligibility Criteria Declaration	
5.	Service Support Details	
6.	Authorization Letter Format	
7.	List of Applicant's Major Customers in Last 3 years	
8.	Non-Disclosure Agreement	
9.	Details of Offices/Branches/Service	
<b>ANNEXURES( To be submitted with Part-B -Technical Proposal)</b>		
10.	Technical Quotation Covering letter format	
11.	Technical & Functional requirements	
12.	List of Hardware Items	
13.	Undertaking of Authenticity of Hardware and Peripherals	
14.	Compliance Statement	
15.	Undertaking letter format	
16.	Escalation Matrix	

17.	Compliance to Scope of work	
<b>ANNEXURES( To be submitted with Part-C -Commercial Proposal)</b>		
18.	Covering Letter for Commercial Quotation	
19.	Bill Of Materials	
<b>Appendix ( Other Formats to be submitted)</b>		
A.	Undertaking for applicability of Purchase Preference Policy	
B.	Self Declaration of MSMs and Startup	
C.	Bank Guarantee Format for Earnest Money Deposit	
D.	Performa of Bank Guarantee for contact performance	
E.	Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria	
F.	Instructions to be noted while submitting Part B-Technical Proposal	
G.	Instruction to be noted while submitting Part C-Commercial Quotation	
H.	Contract Agreement	

**Vendors to verify the checkpoints and ensure accuracy of the same before submission of the quotation.**

Date

Signature with Seal :

Name :

Designation :



**ANNEXURE-2**

**Quotation Covering letter format**

Reference No:

Date:

The Deputy General Manager,  
ATM Maintenance Section  
Regional Office New Delhi,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022  
Phone No: 011- 20903031

Dear Sir,

**SUB: Annual Maintenance Contract of Computer Hardware and Peripherals in District of New Delhi, Central Delhi & South Delhi branches/offices of Canara Bank.**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

Having examined the tender document including all Annexure / Appendices the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Annual Maintenance Contract of Computer Hardware and Peripherals in Haryana state Branches/Offices Of Canara Bank.

We agree to aquotatione by and fulfill all the terms and conditions and scope of work as defined in RFQ and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFQ.

This is to confirm that we unconditionally accept all the Instructions and Terms and Conditions of the subject RFQ of vendors for providing **Comprehensive Onsite AMC Services for Computer Hardware Items present in branches / offices of Canara Bank in district of New Delhi, Central Delhi & South Delhi coming under Canara Bank, New Delhi Regional Office.**

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Quotation is liable to be rejected.

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-3**

**Applicant's Profile**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

Sl. No.	Particulars	Details
a.	Name of the Suppliers/Firm/Company	
b.	Constitution	
c.	Date of Establishment/Incorporation	
d.	Whether in technical collaboration with Foreign Company? If so give details	
e.	Number of Years in the Business	
f.	Number of years in WAN Service Provisioning over Fiber/Copper/RF/Wireless	
g.	Address (Order to be placed on which Office) Registered Office Corporate Office	
h.	Telephone No FAX No E-mail Address Website	
i.	Turnover from IT related business. 2020-21 2021-22 2022-23	
j.	Service Net Work (Number of Service Centers in )  • Delhi	
k.	Our PAN number for Income Tax is _____.	

<p>GST Registration Number is _____.</p> <p>Our Bank Details</p> <p>Name and Style of Bank Account</p> <p>Name of the Bank and Branch address</p> <p>Account Number</p> <p>RTGS / NEFT Code</p>	
---	--

Date

Signature with Seal :

Name :

Designation :

**Annexure-4**

**Eligibility Criteria Declaration**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory]

SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .

Ref: RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024

We have carefully gone through the contents of the above referred RFQ and Replies to Prequotation Queries and Amendments and furnish the following information relating to Eligibility Criteria.

	Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Vendor's Response and Documents Submitted
CONSTITUTION	1.	The Vendor should be a partnership firm registered under LLP Act,2008/MSME/Indian Partnership Act,1932 or Private/Public Limited Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	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. (OR) Certification of MSME registration	
OEM/OSD/OSO	2.	The Vendor is An authorized service Provider (OR) Vendor should be the partner for one or more OEM(HP, Samsung, Acer, Dell, Canon)	If the applicant is a Partner of any OEM, an Undertaking Letter has to submitted to this effect.  The vendor should certifying with the valid proof of an Authorized Service Provider.	

FINANCIALS	3.	The Vendor must have average turnover Rs.1.00 Crores in the last two financial years.	Vendor has to submit copies of audited Balance Sheet for last 2 Years. AND Vendor must produce a certificate from the Company's Chartered Accountant(who has also audited the Balance sheet of the company). The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
	Vendor Experience	4.	The Vendor should have submit proof for 7 years of experience in AMC Services to any of the Public Sector Banks/Private Banks/Government Department/ PSU organization/ Govt. Institutes in India in last Five years from RFQ date.	The Vendor has to provide order copy/reference letter duly confirming the expertise in Maintenance of minimum of 500 Desktops &100 Printers and 100 scanners in any of the mentioned entity.
5.		The vendor should not have been currently blacklisted / barred / disqualified by any Public Sector Bank/PSU or Govt Departments in the past.	A self-declaration in vendor's letter head to this effect must be furnished.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the quotation is liable for rejection. All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of Eligibility quotation.

Date

Signature with Seal :

Name :

Designation :

**Annexure-5**

**Service Support Details**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

**SUB : RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

Sl. No.	Location	Postal Address	Contact Details (including Name of In charge and his contact no. email etc)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1.	Vendors Head Office Details					
2.	Service Centre Details					
3.						

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-6**

**Authorization letter format**

(To be presented by the authorized person at the time of Technical / Commercial Quotation Opening on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Deputy General Manager,  
Canara Bank,  
Regional Office New Delhi,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022  
Phone No: 011- 20903031

Dear Sir,

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

This has reference to your above RFQ.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the quotation 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 quotation covers.**

**ANNEXURE-7**

**List of Applicant's Major Customers in Last 3 years**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

Sl. No.	Name and complete Postal Address of the Customer (Purchaser)	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description, Quantity of Goods supplied/Services provided by the customer during last 3 years	Value of contract in last 3 years	Reference Letter to be Enclosed (or) Purchase Orders to be enclosed
1	2	3	4	5	6

Date

Signature with Seal :

Name :

Designation :



**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 Vendor, are agreeable to provide IT Infrastructure services to Canara Bank, having its office at Tamil Sangam Bldg, Tamil Sangam Marg, Sector 5, RK Puram, New Delhi 110022, Canara Bank, Regional Office, New Delhi, Haryana hereinafter referred to as the BANK and,

WHEREAS, the Vendor 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 Vendor understands that in the course of submission of the offer for "Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of District of New Delhi, Central Delhi & South Delhi " and/or in the aftermath thereof, it may be necessary that the Vendor 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 Vendor agrees to all of the following conditions, in order to induce the BANK to grant the Vendor specific access to the BANK's property/information. The Vendor will not publish or disclose to others, nor, use in any services that the Vendor performs for others, any confidential or proprietary information belonging to the BANK, unless the Vendor has first obtained the BANK's written authorization to do so.

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

The Vendor shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Quotation) 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 Vendor 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 :

**ANNEXURE-9**

**Details of Offices/ Branches /Service Centers**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

Sl. No	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email etc)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
...						
...						
...						

Date

Signature with Seal :

Name :

Designation :

**PART- B(Technical - QUOTATION)**

**ANNEXURE-10**

**Technical Quotation Covering letter Format**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

To

The Deputy General Manager  
 Canara Bank  
 ATM Maintenance Section  
 Regional Office New Delhi,  
 Tamil Sangam Bldg, Tamil Sangam Marg  
 Sector 5, RK Puram, New Delhi 110022  
 Phone No: 011- 20903031

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

We have carefully gone through the contents of the above referred RFQ and furnish the following information relating to Technical Quotation/Specification.

Sl. No.	Particulars	Details to be furnished by the Vendor
a.	Technical specification as per ANNEXURE-11	
b.	Name of the Vendor	
c.	E-mail address of contact persons	
d.	Details of: Description of business and business background Service profile & Client profile	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	

f.	<p>Details of similar assignments executed by the vendor during the last three years in India</p> <p>(Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)</p>	
g.	<p>List of applicants major customers in last 3 years and details as below may be taken:</p> <p>i) Name and complete postal Address of the customer.</p> <p>ii) Name, designation, Telephone , Fax Nos., e-mails and address of the contact person(customer)</p> <p>iii) Whether reference letter enclosed.</p>	
h.	<p>Details of inputs/requirements required by the vendor to execute this assignment.</p>	
i.	<p>Conformity regarding back to back arrangements with third party Hardware/software for providing continuous and un-interrupted support to meet SLA obligations as per RFQ Terms.</p>	

**Declaration:**

- We confirm that we will aquotatione by all the terms and conditions contained in the RFQ.
- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFQ, in short listing of vendors.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- We confirm that we have noted the contents of the RFQ and have ensured that there is no deviation in filing our response to the RFQ and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-11**

**Technical & Functional Requirement**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory]

**SUB : RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

**NOTE**

If the Vendor feels that certain features offered are superior to what has been specified by i. the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.

The Vendor shall provide all other required equipment and/or services, whether or not ii. explicitly mentioned in this RFQ, to ensure the intent of specification, completeness, operability, maintainability and upgradability.

The selected vendor shall own the responsibility to demonstrate that the services offered are iii. as per the specification/performance stipulated in this RFQ and as committed by the vendor either at site or in vendor's work site without any extra cost to the Bank.

S.No	Description	Vendor's Compliance Yes/No
1.	Vendor has to provide Maintenance & Repair Services for the Computers, Peripheral Devices & related System Software Upgradations of branches/ offices across Haryana state to ensure smooth functioning & working of the Bank's Computers & Peripheral Devices covered under AMC during the entire AMC period.	
2.	The Vendor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during the Branch's Working hours on Working days of the Bank (other than bank holidays). However in no circumstances making operation of the computer / computer peripherals go beyond 48 hours after reporting by the Branch / office.	
3.	In addition to the Repair & Maintenance of Hardware, Installation and Configuration of Software required for the Bank	
4.	Customize Settings of Computer, Scanner, Printers (Passbook, Laser, Etc.) etc	
5.	Installation, Reinstallation of Operating System, Application Software, System Software, Drivers, etc	

6.	Installation and configuration of Software & Operating System Updates.	
7.	Rectification of any corruption in the Software or media.	
8.	Custom Java, Network Configuration Settings in Computers & Peripherals.	
9.	Installation, Re-installation & Support Associated Applications like Oracle, Open Office, MS Office, Adobe Reader, etc	
10.	Monitoring of Up to date Updating of Antivirus Definitions.	
11.	Attending Issues of Operating System, Application Software, System Software, Drivers, etc. of Computers and Peripherals	
12.	Necessary Installation/ Re-Installation, Configuration of Software, Network in Computers and Peripherals to enable smooth functioning of Applications extended to Canara Bank Branches/Offices.	
13.	Co-ordination with DMS for system configuration wherever/wherever required.	

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-12**  
**List of Hardware Items**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi.**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

DEVICE	QTY	WITHIN WARRANTY	IN EXISTING AMC
AIO (HP, ACER & Dell)	437	240*	197
WIPRO DESKTOP	1	0	1
LASER PRINTER (MONO)	151	17*	134
PASSBOOK PRINTER	70	47*	23
FAST SCANNER	56	14*	42

\*Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-13**

**Undertaking of Authenticity of Hardware and Peripherals.**

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

We hereby undertake that all the components/parts/assembly/software used in the Computer Hardware and peripherals under the above shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed software if any utilized under this project, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We also take full responsibility of Spare parts and services as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

**Date**

**Signature with Seal :**

**Name :**

**Designation :**



**ANNEXURE-14**

**COMPLIANCE STATEMENT**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

SUB: RFQ for Annual Maintenance Contract for Computer Hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi

Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024

**DECLARATION**

We understand that any deviations mentioned elsewhere in the quotation will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the quotation, if the quotation is not submitted in proper format as per subject RFQ.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to aquotatione by all the terms and conditions including all Annexure, corrigendum(s) etc. stipulated by the Bank in this RFQ. (Any deviation may result in disqualification of quotations)		
Technical Specifications	We certify that the systems/ services offered by us for tender confirms to the specifications (as per ANNEXURE-11) stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFQ		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with Seal :

Name :

Designation :

**ANNEXURE-15**

**Undertaking Letter Format**

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi.**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

Bill of material is submitted on the letter head and is signed by an authorized signatory with Name and Seal of the company. We confirm that we have gone through RFQ clauses, subsequent amendments and replies to pre quotation queries (if any) and a quotation by the same. We agree that no counter condition/assumption in response to commercial quotation will be accepted by the bank. Bank has right to reject such quotation. We understand that Bank shall be placing Order to the Selected Vendor exclusive of taxes only and that all applicable Taxes will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFQ.

**Date :**

**Signature with Seal :**

**Name :**

**Designation :**

**ANNEXURE-16**  
**ESCALATION MATRIX**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory]

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

**Name of the Company:**

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 4 Hours)					
		Regional/Zonal Head (If response not recd in 24 Hours)					
		Country Head (If response not recd in 48 Hours)					

**Date**

**Signature with Seal :**

**Name :**

**Designation :**

**Annexure-17**

**Compliance to Scope of Work**

[Note: These details should be on the letter head of Vendor and should be signed by an Authorized Signatory]

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi .**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

Sl. No.	Scope of Work	Vendor's Compliance (Yes/No)
1.	Vendor has to provide Maintenance & Repair Services for the Computers, Peripheral Devices & related System Software Upgrade of branches / offices across district of <b>New Delhi, Central Delhi &amp; South Delhi</b> to ensure smooth functioning & working of the Bank's Computers & Peripheral Devices covered under AMC during the entire AMC period.	
2.	The AMC Services will be on <b>Comprehensive Onsite</b> basis inclusive of all repairs and replacement of Hardware & Spare parts, at no additional cost to the Bank. However, consumable items defined elsewhere in RFQ / Contract Agreement shall be payable at actual against submission of GST Compliant Invoice.	
3.	The Vendor has to provide AMC Services for these Computers and Peripherals on "as and where is" basis. Bank is not liable for any pre-existing problems/non-working condition of the Computers and Peripherals covered under AMC.	
4.	The vendor should have sufficient resources, spare parts and capabilities to execute the order.	
5.	<p>During the term of the Contract, vendor shall maintain the Equipment in good working order and condition and for this purpose will provide the following repairs and maintenance service:</p> <ul style="list-style-type: none"> <li>• The Vendor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during the Branch's Working hours on Working days of the Bank (other than bank holidays). However in no circumstances making operation of the computer / computer peripherals go beyond 2 working days after reporting by the Branch / office. In cases where unserviceable parts of the Equipment need replacement, the vendor shall replace</li> </ul>	

such parts, at no additional cost to the Bank, with brand new parts or those equivalent to new parts in performance provided that if the vendor is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs print heads the same will incur an additional charge which shall be reimbursed on actuals upon submission of GST Compliant Invoice to the respective Branch/Office.

- In case of exigencies/urgent requirement, Vendor has to provide such maintenance services outside the Working hours at no additional cost to the Bank.
- The Quotationer should log all Service Request/Complaint Calls from users at Branches/Offices and provide them with a Reference Number of the same for subsequent Tracking/follow-up if required. The method of booking complaints shall be Telephone / E-mail / Letter Communication.
- The Vendor shall provide repair and maintenance services. The maximum response time for a maintenance complaint (i.e. time required for maintenance engineers to report to the Branch/Office after a request Telephonic call / E-mail is made or letter is written) shall not exceed 1 Working day(24 hour) from the receipt of such communication in case the service centre/direct office is situated at the same location where the Equipment is installed and 2 Working days in other cases.
- The Vendor shall ensure that faults and failures intimated by Bank as above are set right within 2 Working days of diagnosis of the problem if any part is to be replaced.
- Escalation matrix should be provided for support as per Annexure-16.
- All engineering changes generally adopted hereinafter by the vendor for equipment similar to that covered by this Contract, shall be made to the Equipment at no additional cost to the Bank

In addition to the Repair & Maintenance of Hardware, Installation and Updation of Software & Applications include but not limited to the following:

6.

- Installation and Configuration of Software required for the Bank.
- Customize Settings of Computer, Scanner, Printers (Passbook, Laser, Etc.) etc.
- Installation, Reinstallation of Operating System, Application Software, System Software, Drivers, etc.
- Installation and configuration of Software & Operating System Updates.

	<ul style="list-style-type: none"> <li>• Rectification of any corruption in the Software or media.</li> <li>• Configuration and maintenance of Custom Browser Settings for Web Applications used by Bank.</li> <li>• Custom Java, Network Configuration Settings in Computers &amp; Peripherals.</li> <li>• Installation, Re-installation &amp; Support Associated Applications like Oracle, Open Office, MS Office, Adobe Reader, etc.</li> <li>• Monitoring of Up to date Updation of Antivirus Definitions.</li> <li>• Attending Issues of Operating System, Application Software, System Software, Drivers, etc. of Computers and Peripherals.</li> <li>• Necessary Installation/ Re-Installation, Configuration of Software, Network in Computers and Peripherals to enable smooth functioning of Applications extended to Canara Bank Branches/Offices.</li> </ul>	
7.	In respect of Items under Warranty with Bank, the AMC vendor has to lodge Complaint with the respective Hardware Vendors/ OEM and follow up for resolution of the Calls	
8.	<p>Preventive Maintenance: The Quotationer shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repairing of the Equipment) of all the Contracted Computers and</p> <p>Peripherals within the first 30 days of the commencement of the Contract Period and once in every 6 months during the Contractual Period. The Quotationer shall not outsource any activity which comes under the scope of this contract.</p>	
9.	The Quotationer shall ensure that the Service Engineers shall invariably produce identity card issued by the Quotationer while carrying the maintenance activity at the Branch / Office premises. The Quotationer's maintenance personnel herein, shall be given access to the Equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Contract. The Quotationer's personnel has to follow the Rules/Regulations of the Bank while performing duties at the Branch/Office location.	
10.	Quotationer has to maintain Service Call Report for repair/maintenance activity carried out at Branch/Office location by Service Engineer, wherein incident of Equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the Equipment together with a description of the malfunction or the	

	cause for work. This Service Call record should be authenticated by the Officials of the Branch and should be submitted along with the claim of AMC Charges half yearly in arrears.	
11.	The Vendor's Engineer at Regional Office shall also maintain details of such maintenance and repair log centrally detailing incident of such equipment malfunction for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to the Vendor. The above Report has to be submitted on Monthly Basis to the Bank.	
12.	Any worn out or defective parts withdrawn from the Equipment and replaced by the Vendor shall become the property of the Bank. However, vendor should ensure that Faulty Equipment containing Bank's Data is properly backed up and also data is erased from the faulty part.	
13.	The Bank may shift any Computers, Hardware Items, Peripherals covered under this AMC to new Branch/Office location within district of <b>New Delhi, Central Delhi &amp; South Delhi</b> as per the requirement during the Contract Period. In such a case, the vendor undertakes to continue to maintain the goods at their new location without any additional cost to the Bank.	
14.	The Successful vendor should invariably maintain the Standards, and to follow the stipulations with regard to Bank's Data and Information as undertaken by the Vendor in the Non-Disclosure Agreement.	
15.	During AMC period Bank may, by notice of not less than 30 days in writing to the selected vendor, modify or delete either any location or all location, either partial items or all items of the contract	

Date :

Signature with Seal :

Name :  
Designation :

**Annexure-18**

**Covering letter format for Commercial Quotation**

[Note: This Covering letter should be on the letter head of Vendor and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No :

Date :

To,

**The Deputy General Manager**  
Canara Bank  
ATM Maintenance Section  
Regional Office New Delhi,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022  
Phone No: 011- 20903031

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi.**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

We thank you for providing us an opportunity to participate in the subject RFQ. Please find our commercial offer as per **ANNEXURE-19** Commercial quotation format of the subject RFQ along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFQ.

Date

Signature with Seal :

Name :

Designation :



**Annexure-19**

**Bill of Material**

**SUB: RFQ for Annual Maintenance Contract for Computer hardware and peripherals of all the Canara Bank branches/offices of district of New Delhi, Central Delhi & South Delhi.**

**Ref: Your RFQ 6970/IT-AMC/02/2024-25 dated 18/03/2024**

**Notes**

1. These Details should be on the letter head of the Vendor 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-quotation queries (if any ) while quoting.
3. Do not change the structure of the format.
4. No counter condition/assumption in response to commercial quotation will be accepted. Bank has a right to reject such quotation.

S.No	Item Details	AMC Cost per Year					Quantity (E)	Total Cost of AMC Per year (F=D*E)	Total AMC Cost for 3Years  G=F*3
		AMC cost per Unit (A)	TAX % (B)	Value of TAX (C)	Total Cost of AMC per Unit (D=A+C)				
1	Desktop (Dell, Acer, HP etc.)					198			
2	Laser Printer (HP/Samsung/Cannon etc.)					134			
3	Passbook Printer					23			
4	Coloured Printer					Nil			

5	Fast Scanner (Epson/Canon & HP etc)					42			
7	Total cost of Hardware AMC Services								
Resident Engineers On the Site									
1	In House Engineer at Regional Office New Delhi					1			
2	Total cost of On The Site Resident engineers								

S.No.	Details	Total Cost of Contract (Inclusive of Tax)
1	Total Cost of AMC services	
2	Total cost of On the Site Resident engineers	
3	Total cost of Contract (Total Cost of AMC services+ Total cost of On the Site Resident engineers)	

### 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-quotation queries (if any) and aquotatione 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 Quotation.
- iv. We agree that no counter condition/assumption in response to commercial quotation will be accepted by the Bank. Bank has a right to reject such quotation.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFQ.

Date :

Signature with Seal :

Name :

Designation :

**Appendix-H**

**DRAFT CONTRACT AGREEMENT**

**CONTRACT AGREEMENT FOR .....**

**THIS AGREEMENT (the Agreement) executed at Delhi on ..... day of ..... 2024.**

**BETWEEN**

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Circle Office at 112, J C Road, Delhi - 560002 in India, represented by the Authorized Signatory of its Regional Office New Delhi, Mr. ...., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

**AND**

M/s ....., a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at ..... represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ ....., (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for ..... for the sum of Rs..... (Rupees ..... only) exclusive of GST (herein after called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFQ/ Amendments/ Sanction Order/ Contract referred to.

The RFQ Document/ Bid No ..... dated ..... as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications;
- d) The Terms and Conditions of the Contract;
- e) The Purchaser's Letter of Intent/Notification of Award;
- f) Schedule of Dates, Amounts etc.,
- g) Pre-Contract Integrity Pact;
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the said documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the

Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

**1. SCOPE OF WORK:**

As per the requirement of the Bank.

**2. GENERAL CONDITIONS TO CONTRACT:**

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- 2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.

2.10. RFQ ..... dated ..... along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

**3. VALIDITY OF THE CONTRACT:**

The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

**4. PAYMENT TERMS:**

As specified in the RFQ.

**5. ASSIGNMENT:**

5.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.

5.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

**6. SUB-CONTRACTING:**

VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

**7. ORDER CANCELLATION/TERMINATION OF CONTRACT:**

7.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

7.1.1. Delay in delivery beyond the specified period for delivery.

7.1.2. Serious discrepancies noted in the items delivered.

7.1.3. Breaches in the terms and conditions of the Order.

7.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:

7.2.1. Non submission of acceptance of order within 7 days of order.

7.2.2. Excessive delay in execution of order placed by the Bank.

7.2.3. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

7.2.4. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

7.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

7.2.6. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

7.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

- 7.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reason.
- 7.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 7.5. After the award of the contract, if the Vendor/Service Provider 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 months' notice for the same. In this event, the Vendor/Service Provider 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.
- 7.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 7.7. 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 Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**8. AMENDMENTS TO CONTRACT:**

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

**9. INTELLECTUAL PROPERTY RIGHTS:**

9.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

9.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

[a] Procure for BANK the right to continue to use such deliverables;

[b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or

[c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts

paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

- 9.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 9.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision-making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

#### 10. INDEMNITY:

- 10.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 10.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 10.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 10.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- 10.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 10.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 10.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

## **11. CONFIDENTIALITY AND NON-DISCLOSURE:**

- 11.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
- 11.2. No Media release/public announcement or any other reference to the Contract/RFQ or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 11.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
  - a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
  - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
  - c) Is required by law or regulatory compliance to disclose to any third person.
  - d) Is explicitly approved for release by written authorization of the Bank."

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

## **12. FORCE MAJEURE:**

- 12.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 12.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 12.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 12.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

## **13. SOCIAL MEDIA POLICY:**

- 13.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.



13.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:

- (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- (ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.

#### **14. RIGHT TO AUDIT:**

- 14.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 14.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 14.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER

#### **15. DISPUTE RESOLUTION MECHANISM:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration

shall be Delhi, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

**16. GOVERNING LAWS AND JURISDICTION OF THE COURT:**

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Delhi and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

**17. NOTICES:**

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address: .....,

Deputy General Manager,  
Canara Bank, ATM Maintenance Section,  
Tamil Sangam Bldg, Tamil Sangam Marg  
Sector 5, RK Puram, New Delhi 110022

Designated Contact Person: ..... (Designation)

Phone: .....

Email: .....

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. \_\_\_\_\_ (\_\_\_\_\_)

Phone: +91-\_\_\_\_\_

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:  
Name:  
Designation:  
For & on behalf of:  
(BANK)

Signature:  
Name:  
Designation:  
For & on behalf of  
(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:  
Name:  
Designation:

Signature: 1:  
Name:  
Designation:

Signature: 2:  
Name:  
Designation

Signature: 2:  
Name:  
Designation