



## **Gramin Bank of Aryavart**

**A-2 /46, Vijay Khand, Gomti Nagar, Lucknow**

**( AN UNDERTAKING OF GOVT OF INDIA, U.P. GOVT. & GRAMIN BANK OF ARYAVART)**

### **Administration Services and IT Department Head Office Lucknow**

**No: HO/ANS&IT/AZK/**

**Date 12-03-2014**

#### **Tender Notice**

***Subject: Comprehensive Onsite Maintenance Contract for maintenance of Computer Hardware, & Peripherals installed at various Branches/Departments in Agra, Aligarh, Etah, Hathras, Mathura, Kasganj and Ferozabad Districts.***

#### ***Calling for quotations/Sealed Tenders***

1. Sealed tenders are invited from the reputed manufacturers/ companies / firms for Comprehensive Onsite Maintenance of computer hardware and peripherals installed at various branches/departments in our Bank.
- 1 (a). Interested eligible Bidders may obtain further information from and inspect the bidding documents at Administration Services & IT department of Gramin Bank of Aryavart, Head Office, A-2/46 Vijai Khand, Gomti Nagar, Lucknow -226010.
- 1(b). The Bidding document may be obtained from and the bid should be submitted to the Administration Services & IT department of Gramin Bank of Aryavart, Head Office, A-2/46 Vijai Khand, Gomti Nagar, Lucknow -226010.
  - (i) Last date and time for receipt of Bids : 25/03/2014 up to 2 .00 p.m.
  - (ii) Date & Time of Opening of Technical Bids : 25/03/2014 at 3.00 p.m.
  - (iii) Date & Time of Opening of Commercial Bids : 27/03/2014 at 3.00 p.m.

Address for communication :

Administration Services & IT department  
Gramin Bank of Aryavart, Head Office,  
A-2/46 Vijai Khand, Gomti Nagar, Lucknow -226010

- |                      |                          |                   |
|----------------------|--------------------------|-------------------|
| (iv) Contact Person: | <b>Mr. A Z Khan</b>      | <b>7388899788</b> |
|                      | <b>Mr. Sanjeev Kumar</b> | <b>7388899772</b> |
|                      | <b>Mr. V K Singh</b>     | <b>7388899767</b> |
|                      | <b>Phone-7388800788</b>  |                   |

- 1(c). The Bidding Document may also be downloaded from our website - [www.aryavart-rb.com](http://www.aryavart-rb.com).
- 1(d). Gramin Bank of Aryavart reserves the right to accept or reject in part or full any or all the offers without assigning any reasons thereof.
- 1(e) Prospective Bidders are requested to attend a meeting to be held at our office, on 19.03.2014 at 03.30 P.M. to seek clarification, if any, in respect of Bid submission.

2. **Eligibility Criteria:**

The firms /companies fulfilling the following terms and conditions may submit their bids super-scribed as "Quotation for Comprehensive CAMC of Computer Hardware & Peripherals" addressed to the General Manager, Gramin Bank of Aryavart, Administration Services & IT Department, Head Office Lucknow, A-2/46 Vijai Khand, Gomti Nagar, Lucknow-226010.

- 2(a).The eligible bidder should have service centres in Aligarh/Agra. The bidder should have an annual turnover of Rs.10.00 crores or above from Services/Maintenance of computer hardware and peripherals.
- 2(b). The firms / companies should have at least 3 years experience of undertaking Comprehensive Annual Maintenance Contract in PSU Banks/ Financial Institutions.
- It should have been registered with Lucknow/Agra/Aligarh Sales Tax Department for Work Contract Tax/VAT.
  - Copies of their PAN/ST No., service tax registration certificate.
- 2 (c). 1) The bidder should submit a certificate in support of ISO 9001:2008(Quality Management System) in support of Certification of the Services.
- 2) The bidder has a permanent office in Lucknow/Aligarh/Agra
- 3) The Bidder should submit to the Bank, **latest Solvency Certificate, in Original from his Bankers**, certifying that the bidder is solvent to the extent of **Rs.50 lakhs** and more.
- 4) Not fulfilling any criteria listed in Eligibility criteria shall lead to direct disqualification and no further correspondence shall be entertained
- 2 (d). The firms / company will have to provide a list of engineers who will perform the job along with their resume once they are selected.
3. The technical/commercial bids should be in two separate sealed covers clearly marked as '**TECHNICAL BID**' and '**COMMERCIAL BID**'.

The bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs.50, 000/- ( Rupees Fifty Thousand only ) in the form of a demand Draft or payslip in favor of Gramin Bank of Aryavart , Payable at Lucknow. Such Draft /Payslip should be in separate third cover marked as '**EARNEST MONEY DEPOSIT**'.

- The **TECHNICAL BID** should include the name and address of the firm / company, annual turnover, details of past experience and the offices where they

have been performing such duties along with the supporting documents /certificates. Technical Bids should not contain any commercial quotes.

- The **COMMERCIAL BID** should contain the rate against each item separately. The quoted unit CAMC rate will be considered for evaluation purpose.
- Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/obscure/unclear terms would lead the firm's bid being disqualified.
- The Bank reserves the right to reject any or all the tenders without assigning any reasons.
- The sealed tenders must be submitted by 25/03/2014 (Up to 2.00 P.M.). The technical tender will be open on 25/03/2014, at 3.00 P.M. by the Tender Committee at Gramin Bank of Aryavart, Head Office, A-2/46 Vijai Khand, Gomti Nager, Lucknow-226010.

#### 4. Other Terms and Conditions

- i) The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts including all plastic parts, in case of printer, without any extra payment.
- ii) **The contract will be effective for a period of one year from 01.04.2014.** The vendor will have to enter into necessary contract with the bank. The format of Comprehensive Annual Maintenance Contract is as per Annexure B.
- iii) The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.
- iv) The vendor should be an authorized Service Provider for reputed manufacturers and expert in providing maintenance of various computers, and peripherals.
- v) Minimum four dedicated service engineers will be assigned for Bank's Branches located in Agra, Aligarh, Etah, Hathras, Mathura, Kasganjand Ferozabad Districts on all working days (Monday to Saturday) during the office hours from 8.00 A.M. to 8.00 P.M. The engineers will have to work on holidays and after office hours, if necessary and no additional payment will be given by the Bank in this regard. The engineers should be equipped with mobile phones at the vendor's cost for quick communication .
- vi) Preventive maintenance should be carried out on quarterly basis. During this time, the CAMC vendor has to send helpers to clean-up the computers & related peripherals.
- vii) It shall be the responsibility of the vendor to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the CAMC contract.

- viii) The vendor will be required to provide maintenance for Operating Systems, Installation or Re-Installation of Operating Systems, Installation / Updation of Anti Virus Softwares, Installation and configuration of peripherals as required by the Bank from time to time. The Bank will provide all the required softwares. The rates quoted should cover onsite maintenance of the operating system, software installation, data recovery, preemptive actions against virus spread, detection/removal of virus.
- ix) While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for temporary replacement of the respective hardware.
- x) Bank may decide to add or remove certain computers or peripherals from the CAMC at any point of time during the contract. Payment for any inclusion/deletion of computer, printer, scanner, other peripherals during the CAMC period will be calculated on pro-rata basis. No advance payment of CAMC charges will be made in any case. The payment will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the Regional Offices/ GM Camp Office.
- xi) Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. CAMC vendor should keep sufficient spares at their office and should provide the replacement parts including hard disks, floppy & CD-Drives, power supplies, cards, memory, monitors etc. within a reasonable period and in no case more than 48 hours.
- xii) In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work after accepting the contract, he will be liable to pay the damage to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.
- xiii) The above act of backing out would automatically debar the vendor from any further dealing with the Bank and the EMD amount would also be forfeited.
- xiv) A bank guarantee amounting to 10% of CAMC value shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee.
- xv) The vendor should provide a helpdesk to act as a single point contact for managing all requests for services, logged by our offices. The vendor must provide the user with a complaint number.
- xvi) The vendor is required to deploy an engineer and attend the call /complaint within 4 hours of logging the same.
- xvii) In case the call / complaint is not resolved. The vendor will have to monitor the call till its resolution. The vendor will be required to provide the Bank with Help desk / call resolution statistics on a fortnightly basis. The details provided should include :
  - a) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.

- b) Nature of complaint.
  - c) Statistic on the response time / resolution time.
  - d) Branch / Department /Region. of complaint.
- xviii) The vendor would be required to carry out periodic preventive maintenance activities on all the equipment under CAMC. This includes periodic cleaning and replacement of parts which are subject to wear and tear, without any cost to the bank including plastic parts.
- xix) **In case of printers the following are to be covered under the scope of CAMC coverage.**  
**Dot Matrix Printer and Pass book Printers: All the components including all plastic parts and printer head (except ribbons).**
- xx) The vendor shall ensure 99% uptime of each PC and 98% uptime of each peripheral covered under the CAMC. If during any half-year, the vendor does not maintain the uptime of the equipment proportionate maintenance charges will be deducted from the amount of the quarterly bill.
- xxi). The 'Downtime' in respect of the equipment shall be calculated as under :-
- i. 'UPTIME' of the hardware and system software = (Coverage Hours minus Down Time)/Coverage Hours X 100 for the maintenance year.
  - ii. Coverage Hours = Uptime commitment per day X No. of committed days per Year
  - iii. Uptime Commitment per day = Hardware and System Software Maintenance Support Time per day
  - iv. Down Time will be counted from the time of reporting the maintenance call by the Bank to the Vendor till the resolution of the problem / operationalisation of the hardware and system software.
  - v. No. of committed days per Year = The number of working days of the Bank during the year.
- xxii). If quarterly preventive maintenance schedule of equipment is not adhered to, a Penalty of Rs. 50/- for peripherals, Rs. 100/- for PCs may be imposed, at the discretion of the Bank. Completion of Preventive maintenance schedule will entail updation of anti-virus patches, Operating System patches and carrying out of diagnostics tests.
- xxiii) As security for due fulfillment of the terms and conditions and obligations of the Service contract, the vendor shall furnish a Performance Bank Guarantee of 10% of the value of the CAMC valid for one year.
- xxiv) The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter and after getting a certificate of good performance from the concerned Regional Offices
- xxv) The Vendor will provide insurance cover to its workmen/ resident engineers in the Bank. The workmen/ engineers or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.

- xxvi) The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or noncompliance of statutory requirements by the contractor, the Bank would have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.
- xxvii). The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the CAMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the CAMC and not to any other party. The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
- xxviii). The vendor shall certify that the repair and maintenance Services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- xxix). The Bank reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the CAMC or to any property of the Bank even if it is not covered by the CAMC.
- xxx). The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.
- xxxi) The Bank shall not consider any request in change of rates of CAMC due to any reason whatsoever, during the period of the contract.
- xxxii) The list of computer and peripherals as given in Annexure-A is the tentative list .The final list will be provided by the Bank at the time of agreement.
- xxxiii) **The vendor must have to support the finacle and our modules integration / configuration with the equipment covered under CAMC for example LINE/DMP/Passbook/ Cash Receipt printer settings.**
- (xxxiv) The Bank is fully empowered to change any of these condition, if wanted, at any point of time.

Yours faithfully,

**(J.V. Purohit)**  
**General Manger**

**FORM 1**

**PROPOSAL FORM (TECHNICAL PROPOSAL)**

**(To be included in Technical Proposal Envelope)**

Date: .....

To:

The General Manager,  
Gramin Bank of Aryavart,  
Administration Services & IT Department,  
Head Office, A-2/46 Vijai Khand, Gomti Nagar,  
Lucknow-226010.

Sir,

**Re: Request for proposal for Comprehensive Annual Maintenance Contract of the computer hardware and peripherals installed at branches/offices of Gramin Bank of Aryavart in Agra, Aligarh, Etah, Hathras, Mathura, Kasganjand Ferozabad Districts.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Comprehensive Annual Maintenance Contract, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to execute the Comprehensive Annual Maintenance Contract in accordance with the terms and conditions specified in the Bid Document.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Proposal and the rates quoted therein.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that the Bank is not bound to accept the lowest or any Proposal received.

Dated this ..... day of ..... 2014

\_\_\_\_\_  
*(signature)* \_\_\_\_\_ *(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

**INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR  
Comprehensive ANNUAL MAINTENANCE CONTRACT AT BRANCHES OF  
Agra, Aligarh, Etah, Hathras, Mathura, Kasganj and Ferozabad Districts.**

1. NAME OF THE ORGANISATION/FIRM
2. ADDRESS
3. YEAR OF ESTABLISHMENT
4. STATUS OF THE FIRM  
(Whether company/firm/proprietor)
5. NAME OF DIRECTOR/PARTNER/PROPRIETOR
  - 1.
  - 2.
  - 3.
  - 4.
6. Whether registered with Registrar of Companies/  
Registrar of Firms. If so, mention number and date.
7. a) Name and Address of Bankers:  
b) Enclose Solvency Certificate from the Bankers:
8. Whether registered for Sales Tax purpose. If so,  
mention number and date
9. Mention permanent account Number.
10. If you are registered/empaneled/approved with any other  
organisation/Dept. Banks etc. Furnish their names,  
category and date of registration/empaneled.
11. a) Detailed description and value of CAMC works done incl. for banks in the past  
atleast during the **last 3 years only**. Rs.( in Lacs)

Name of Institution	When done	Value of work done

(Enclose certificates/proofs in support of your claim)



12. Furnish the names of the organisation & the responsible representatives who will be in position to certify about the quality as well as past performance of your organisation.

13. No. of Engineers, Technical Qualified Employee employed by the Firm:

Name	Designation	Qualification	Experience	Year with the Firm	Any other

14. Name of Branch/Representative offices in Agra, Aligarh, Etah, Hathras, Mathura, Kasganj and Ferozabad Districts.

:

SR. NO.	ADDRESS	NAME OF RESPONSIBLE PERSON	QUALIFICATION OF RESPONSIBLE PERSON

Place:

Signature of Proprietor/

Date:

Partner/Director with Seal

**FORM 2**

**PROPOSAL FORM (PRICE PROPOSAL)  
(To be included in Price Proposal Envelope)**

Date :.....

To:

The General Manager,  
Gramin Bank of Aryavart,  
Administration Services & IT Department,  
Head Office, A-2/46 Vijai Khand, Gomti Nagar,  
Lucknow-226010.

Sir,

**Re: Request for proposal for Comprehensive Annual Maintenance Contract of the computer hardware and peripherals installed at branches/offices of Gramin Bank of Aryavart in Agra, Aligarh, Etah, Hathras, Mathura, Kasganjand Ferozabad Districts.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Comprehensive Annual Maintenance Contract, in conformity with the said Proposal documents for the sum of ..... (*Total Proposal amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to execute the Comprehensive Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Bid Document.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this ..... day of ..... 2011

\_\_\_\_\_  
(signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of  
\_\_\_\_\_

## Annexure-A

### TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO COVERED UNDER COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES

Sr. No.	Items with brief details of the Configuration/Make/Model	Estimated Quantity *	CAMC Rate per Unit (inclusive of all Taxes/VAT etc)	Total Cost
1)	<b>Manufacturer- Wipro Ltd. Model- Wipro PC Processor- Intel(R) Core(TM)2 Duo CPU E7500 @ 2.93GHz 2.94 GHz Installed memory(RAM):2.00 GB System Type: 32-bit Operating system Windows edition: Windows 7 Professional Hard Disk:320 GB CDROM AVAILABLE</b>	1082		
2)	<b>TVS MSP 255 DOT MATRIX PRINTER</b>	460		
3)	<b>LIPI 2250 PRINTERS</b>	27		
4)	<b>OLIVETTI PR2 PLUS Passbook Printer</b>	270		
5)	<b>HP SCANJET G2410 Scanner</b>	236		
	<b>Total CAMC Cost (all Inclusive)</b>			

- Quantity mentioned are indicative in above table and the exact quantity (Branch/Office wise) will be given in Purchase Order (P O). Presently the hardware is under warrantee. The AMC charges of hardware will be paid on pro-rata basis as and when the hardware will be included in the AMC
- The quantity is estimated and may vary.
- The lowest vender will be awarded as per total CAMC cost of unit price of all item from Sr. No. 1 to 5.

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To:

The General Manager,  
Gramin Bank of Aryavart,  
Administration Services & IT Department,  
Head Office, A-2/46 Vijai Khand, Gomti Nagar,  
Lucknow-226010.

**Subject: Comprehensive Onsite Maintenance Contract for maintenance of Computer Hardware & Peripherals installed at various Branches/Departments of Gramin Bank of Aryavart in Agra, Aligarh, Etah, Hathras, Mathura, Kasganj and Ferozabad Districts.**

Sir

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, \_\_\_\_\_ (name and address of CAMC Vendor) (hereinafter called "the CAMC Vendor") shall deposit with Gramin Bank of Aryavart, a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (amount of guarantee\* (in figures and words)).

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the CAMC Vendor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ Gramin Bank of Aryavart, on his first demand without whatsoever right of objection on our part and without his first claim to the CAMC Vendor, in the amount not exceeding (amount of guarantee\* in figures and words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between Gramin Bank of Aryavart and the CAMC Vendor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the CAMC Vendor under the contract until \_\_\_\_\_ (expected date of last delivery).

**CLAIM PERIOD OF MINIMUM ONE MONTH IS A MUST.**

Yours truly,

Signature and seal :

Name of bank/

Financial institution :

Address :

Date :

\_\_\_\_\_

**\*An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.**

**Annexure B**

**AGREEMENT FOR MAINTENANCE OF COMPUTER AND PERIPHERALS**

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 BETWEEN GRAMIN BANK OF ARYAVART a body corporate constituted under the Regional Rural Bank Act 1976(hereinafter called "Bank") which expression/shall include its successors and assigns and

\_\_\_\_\_  
incorporated under the Companies Act, 1956 and having its Registered Office at  
\_\_\_\_\_

\_\_\_\_\_  
(hereinafter called "THE COMPANY") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and Bank has agreed to accept from THE COMPANY, repair and maintenance service for the computer / electronic equipment (hereinafter called EQUIPMENT) listed in Annexure - A hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions :

In consideration of the premises it is agreed between the parties as follows :

**1. COMMENCEMENT AND TERM :**

1.1 This agreement is effective and valid for the period from \_\_\_\_\_ to \_\_\_\_\_. It shall, however, be renewable for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

1.2 Upon termination as provided under clause II hereinafter or after expiration of this agreement each party shall forthwith return to the other all papers, material and other properties of the other held by each for purposes of execution of this agreement.

In addition each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such EQUIPMENT, may be added to or withdrawn from Annexure A of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual

items of equipment are added to Annexure A, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from Annexure A, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.

## **2. CHARGES:**

- 2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein, are indicated in Annexure A attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.
- 2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A.
- 2.3 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this Agreement, enter into arrangements with any of its other customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to be amended to provide the same to Bank as such terms were incorporated herein and are applicable hereto.

## **3. REPAIR AND MAINTENANCE SERVICE:**

- 3.1 During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:
  - a) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out of defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours i.e. from 9.00 a.m. to 7.00 p.m. on weekdays and from 9.00 a.m. to 4.00 p.m. on Saturdays (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, floppy disks, print heads (for printers), these will incur an additional charge.
  - b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank shall pay to THE COMPANY an

additional charge calculated on the basis of the hourly rate for providing maintenance service to equipment similar to that covered by this Agreement, subject to such hourly rate being comparable or lesser than the rates on the equivalent terms offered by THE COMPANY to any of its customers at the material time.

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 4 hours (not including intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 3.1 (a) and (b) above.

d) THE COMPANY shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.

e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for 98% of the time in every month.

f) THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

g) Preventive Maintenance : THE COMPANY 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) once within the first 15 days of the commencement of the maintenance period and then once in a quarter for every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

h) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.

i) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.

j) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and/or malfunction of the Equipment. The Company's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Company's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

- 3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY; and the parts replacing the withdrawn parts shall become the property of Bank.
- 3.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 3.4 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 3.5 If, in any month, THE COMPANY does not fulfil the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank.

#### **4. FORCE MAJEURE:**

- 4.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned event shall preclude THE COMPANY from meeting any or all of its obligations hereunder, for a period of more than 3 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 1 month's notice.

#### **5. SUBCONTRACTING:**

- 5.1 THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement without the prior written consent of the Bank.

#### **6. EQUIPMENT ATTACHMENTS:**

- 6.1 Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase THE COMPANY cost of performing repair and maintenance service.



**7. SECURITY:**

7.1 THE COMPANY agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank.

**8. CONFIDENTIALITY:**

8.1 THE COMPANY acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement are fully satisfied.

**9. LIABILITY AND INDEMNITIES:**

9.1 THE COMPANY represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE COMPANY agrees that it will, and hereby doth indemnify the Bank from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

**10. BUSINESS TERMINATION:**

10.1 In the event that the COMPANY shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of right or rights of creditors, then (at the option of Bank notwithstanding clause 1.1 of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

**11. TERMINATION OF THIS AGREEMENT:**

11.1 This Agreement may be terminated by either party in any of the following circumstances:

- a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.
- b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
- c) Under the provision of clause 2.4 of this Agreement.
- d) Under the provision of clause 4.1 and/or 10 of this Agreement.

- f) By giving one month's notice of such termination to the other by either of the parties to this Agreement.

**12. ARBITRATION:**

- 12.1 All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration to be governed by the provisions of the Indian Arbitration Act.

**13. PAYMENT:**

- 13.1 The payment will be made on half yearly basis after successful submission of Quarterly Preventive Maintenance Reports of all equipments and submission of Bank Guarantee of same amount for whole CAMC period i.e. for one year.

**14. GENERAL:**

- 14.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.
- 14.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of both parties.
- 14.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorised and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.
- 14.4 Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVEMENTIONED DATE.

Seal of the Company affixed in the presence of Shri  
(Director) Shri  
(Director) of the company (in accordance with the Articles of Association of the Company)      **(Authorised signatory)**

Bank by its representative:      **(Authorised signatory)**

**ANNEXURE C (This forms part of Annexure B)**

**EQUIPMENT LIST AND CHARGES**

EQUIPMENT : Periodical Charges : Quarterly  
payable at the end of quarter.

(Description of all the components Rs.  
of the computer/electronic equipment  
to be given here)

LOCATED AT : (name and address of the office where the EQUIPMENT is installed)

**TERMS OF INVOICES SUBMITTED BY THE COMPANY**

In case of Quarterly charges to be paid by Bank -

THE COMPANY shall submit to Bank their invoices for payment of the above periodical charges on completion of each period during the term of this Agreement. Such invoices shall be payable by Bank within 10 days of receipt (subject to the provision of clause 3.5 of this Agreement).

In case of Maintenance Services provided under clause 3.1 (b) of this Agreement :

THE COMPANY shall submit to Bank their invoice(s) for payment of charges for such services rendered during any month of the first working day of the following month. Such invoices shall be payable by Bank within ten (10) days of receipt (subject to the provision of clause 3.5 of this Agreement).

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT OF THE ABOVEMENTIONED DATE.

Seal of the Company affixed in the  
presence of Shri  
(Director) Shri  
(Director) of the company (in accordance  
with the Articles of Association of the  
Company)

**(Authorised signatory)**

**Bank by its representative:**

**(Authorised signatory)**