



**Sambalpur Zone, Information Technology Department
Tender Notice**

SAMBALPUR Zonal Office, Second Floor, Information Technology Department, Sarla Kani Chowk, in front of St' Johns School, SAMBALPUR, Odisha 768006

E-mail: Sambalpur.IT@bankofindia.co.in

Web Site: www.bankofindia.com

Ref. No.: BOI:SBP:IT:2021-22:16

Dated: 21.10.2021

NOTICE INVITING TENDER

Name of Work	EMD Rs.	Last Date of receipt / opening of tender	Cost of Tender
<i>Comprehensive On-Site Maintenance Contract for maintenance of Computer Hardware, Peripherals, passbook kiosks and CTS scanners installed at Zonal Office and its branches under SAMBALPUR Zone</i>	<i>50,000/- by Demand Draft/Pay Order only in favour of Bank of India, payable at Sambalpur.</i>	<i>03.11.2021 up to 5.00 P.M. ----- 05.11.2021 at 11.00 A.M. -----</i>	<i>2000/- by Demand Draft/Pay Order only in favour of Bank of India, payable at Sambalpur.</i>

Dear Sir/Madam,

Subject: Comprehensive On-Site Maintenance Contract for Maintenance of Computer Hardware, Peripherals , Passbook Kiosks and CTS Scanners installed at various Branches as per Annexure J and offices/ Departments of SAMBALPUR Zone.

NOTICE INVITING TENDER

1. Sealed tenders are invited from reputed companies / firms for comprehensive on-site maintenance of computer systems including PCs, Laptops, Printers, Thin Clients, Scanners, Projector and other peripherals also passbook kiosks and CTS scanners installed at various Branches and offices/ Departments of SAMBALPUR Zone. The detail of systems is given in Annexure 'A'.

A complete set of bidding documents may be purchased by any interested eligible Bidder on submission of a written application to the above office and upon payment of a non- refundable fee of Rs.2000/- in the form of a Demand Draft/Banker's Cheque in favor of Bank of India, payable at Sambalpur. The Tender Document is also available at our Bank's website www.Bankofindia.com and can be downloaded by the bidders. If the Tender document is downloaded from our Bank's website, the non-refundable fee of Rs.2000/- by way of DD/Pay order may be attached with Technical Bid while submitting the same.

The Bid should be submitted to the office of Bank of India, SAMBALPUR Zonal Office, Second Floor, Information Technology Department, Sarla Kani Chowk, in front of St'Johns School, SAMBALPUR, Odisha-768006

2. Eligibility Criteria:

The firms / companies fulfilling the following terms and conditions may submit their bids super-scribed as “**Quotation for Comprehensive AMC of Computer Hardware Peripherals , Passbook Kiosks and CTS Scanners**” addressed to the Zonal Manager, Bank of India, Information Technology Department, SAMBALPUR Zonal Office, Second Floor, , Sarla Kani Chowk, in front of St'Johns School, SAMBALPUR Odisha768006.

2 (a). The eligible bidder should have service support/centers preferably in Odisha State. The bidder should have an annual turnover of Rs.2crore or above from Sales / Services / Maintenance of Computer Hardware and Peripherals. Information / Undertakings should be submitted as per the Annexure B, C and D.

2(b). The firms / companies should have at least 3 years' experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions/Any reputed organization handling over 1000 Computers / Peripherals.

- It should have been registered with Goods & Service Tax Department for Work Contract.
- Copies of their PAN /ST No. / Goods & Service Tax Registration Certificate to be enclosed.

2 (c) The bidders should not have been blacklisted by any Public Sector Bank in the past. A self-declaration letter by the bidder, on the company's letter head needs to be submitted along with the bid.

- 2 (d). 1) The bidder should submit a certificate in support of ISO 9001 in support of Certification of the Services.
- 2) The bidder must have a permanent office in ODISHA (Documentary evidence to be submitted).

2(e). The Firms / Company will have to provide a list of engineers who will perform the job along with their resume and qualifications once they are selected.

3. The Technical and 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 pay order in favor of Bank of India, payable at Sambalpur. Such Draft or pay order 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 Commercial Bid submitted shall be treated as indicative quote.(As per Annexure "A")
- 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 may lead to the 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 **03.11.2021 up to 5.00 P.M.**

4 **Opening of Commercial Bids**

- 4.1 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.
- 4.2 The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of vendor by Opening of Commercial Bids of vendors, who are found eligible after evaluation of Technical Bids.
- 4.3 After opening of Commercial bids and declaring the prices, the Bank will evaluate and compare the price bids.
- 4.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the successful bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4.5 The Bank's evaluation of a price bid will take into account and in addition to the bid price quoted, one or more of the following factors:
 - a) Deviations in payment schedule
 - b) Deviation in price quoted;

5. **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, cables, and printer heads in case of printers, CPU, Keyboard, mouse, Network switches etc. without any extra payment.
- ii. **The contract will be effective for a period of one year from 08.11.2021 to 07.11.2022.** The vendor will have to enter into necessary contract with the bank. The format of Annual Maintenance Contract is as per Annexure (I). **The contract may be renewed for further period/s of 1 year or as mutually agreed upon by the parties hereto.**

- iii. Vendor has to tag with stickers all the inventories and provide the details in Excel sheet to zonal IT Department.
- iv. In case of disposal of hardware vendor has to check inventories and provide report to the bank without any extra cost.
- v. The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.
- vi. The vendor should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of computers and peripherals of various brands / make and also in network related issues.
- vii. **Total Number of 8 dedicated service engineers (1 engineer dedicated for zonal office,1 for Bolangir, 1 for koraput,2 for Ganjam District,1 for Sambalpur and 1 for Rourkela location and 1 will be decided by Competent Authority) .Engineers will be required on all working days (Monday to Saturday) during the office hours from 09.00 a.m. to 7.00 p.m.(other than bank holidays).** The Engineers will report the above given location and report to Branch manager in-charge everyday. The engineers may also have to work on holidays and after office hours, if necessary. The engineers should be equipped with mobile phones at vendor's cost for quick communication. If any engineer is given leave by the company, a suitable replacement will have to be provided. ZO Engineer will work as call coordinator along with hardware and Software work who will register, assign, track and monitor all calls for all the above locations. It will be the duty of the call coordinator to ensure that all calls are closed within the specified time limit.
- viii. The engineer should have a minimum qualification of having passed H.Sc examination of any board and preferably have a certificate of having successfully completed a course in Hardware and Networking. Engineer should have experience in networking field (crimping, cable testing, earthing, etc.)
- ix. The vendor is required to carry out Periodic Preventive Maintenance activities (minimum once in quarter) on all the equipment under AMC. This includes periodic cleaning and replacement of parts that are subject to wear and tear, without any cost to the bank including plastic parts. During this time, the AMC vendor may send helpers to clean-up the computers & related peripherals such as keyboard, mouse etc.
- x. 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 AMC contract.
- xi. The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office etc., installation / updation of antivirus software, installation and configuration of peripherals like printers, scanner, modems etc. installation of device drivers, of printers, scanners, biometric devices, any other patches, updates etc. required by Bank to be updated, loaded from time to time in ALL PCs, Computer peripherals and Passbook kiosks under AMC. The Bank will provide required software, CDs etc. for the purpose of above. The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches,

data recovery, preemptive action against virus detection / removal, configuration of internet / e-mail, configuring applications (client / server), connectivity between computers / laptops, I-Pads, Blackberry and Peripherals like Printers, Scanners, Modems and Multi-Media projectors for presentations.

- xii. While shifting any hardware out of the Bank's premises for repairs, the vendor will have to first arrange for suitable replacement of the respective hardware.
- xiii. 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 AMC period will be calculated on pro-rata basis. No advance payment of AMC 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 user branches / departments.
- xiv. Replacement of parts will be at the vendor's cost with original spares of the brand / make / model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at our office & at their office and should provide replacement parts including Motherboard, Hard Disks, DVD-Drives, Keyboard, Mouse, Power Supplies, Memory, Monitors, Network Switches etc. within a reasonable period and in no case more than 24 hours.
- xv. 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 damages to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.
- xvi. The above act of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited.
- xvii. A bank guarantee amounting to 10% of AMC value shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the guarantee.
- xviii. In case of equipment's that are not under AMC, but are under warranty / services of some other vendor, the vendor would be required to perform the initial scrutiny / diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other vendor/s.
- xix. In case the call / complaint is not resolved. The vendor will have to log a complaint with the supplier / service provider and 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) Monitoring / follow-up with the supplied service provider in case of equipment under warranty.
- xx. The vendor would be responsible to manage / maintain the Asset Inventory based on the Equipment Unique Serial No. including the hardware movement information

from one location to another. The vendor will be required to check and monitor the progress of next delivery and installation.

- xxi. The vendor would be required to maintain and submit to our office, on quarterly basis, location wise inventory list, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference.
- xxii. The vendor would also be required to install Bank's licensed version of antivirus and other authorized software wherever required.
- xxiii. The vendor may be required to regularly update the antivirus software on all the PCs and perform regular scans and remove the virus in case detected.
- xxiv. Engineers deployed at the site/s, should be equipped with all the necessary hardware/software tools that may be required for trouble shooting.
- xxv. Engineers to be posted at the site should have minimum 2 year experience.
- xxvi. The Computer Systems/machines shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- xxvii. Call Co-coordinator has to convey every day by 10.00 am in morning branch visit schedule of all engineers to Zonal Office, I T Department and every engineer has to send every day to Zonal Office I T Department scanned copy of call report. The call report should be signed by engineer and countersigned by branch officials and with seal of branch. Engineer has to ensure that original copy of call report is scanned and not carbon copy.

6. Penalties for deficiency in Service-

Particulars
For any type of hardware, if call is not attended with 24 hours from the time of logging, then penalty of Rs 300 per day per hardware will be levied.
If after attending the call, it is reported that spare part need to be replaced then the same should be arranged by vendor within next 24 hours, if replacement is not arranged, then penalty of Rs 500 per day per hardware will be levied.
Every day by 10.00 am call-coordinator has to convey by e-mail to Zonal Office I T Department the visit schedule of all engineers. If the same is not done, then penalty of Rs 200/- per day of default will be levied.
Every day engineer has to send scanned copy of all call report for the day on same day to Zonal Office I T Department, if he/she fails to do, then penalty of Rs 300/- per day per engineer will be levied.

In the event of leave /absence of the engineer posted at our site, the vendor should arrange for suitable replacement on the same day. In case, the vendor fails to do so, then penalty of Rs 1000/- per day per engineer will be levied.

The call Co-coordinator has to maintain record of call report in excel file till previous working day and communicate the same to Zonal Office, I T department by e-mail on daily basis. If he/she fails to do then penalty of Rs 100/- per day will be levied.

Passbook kiosk call to be attended and closed within 48hrs of call logged. A penalty of Rs500 per day will be levied for delay beyond 48hrs.

A call Id has to be created for each call logged. Summary of each call logged in the day has to be reported by call coordinator to the zonal IT department. A penalty of Rs100/-per call will be levied if call ID is not generated.

7. Successful vendor would be required to take stock of the inventory and any increase/decrease in the quantity with regard to the total quantity mentioned in this RFP, will be adjusted accordingly. Amount payable would change accordingly.

(Udit Shankar Das)
Dy. Zonal Manager

ANNEXURE A

TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES, OFFICES OF SAMBALPUR ZONE

Sr. No.	Items with brief details	Estimated Quantity*	AMC Rate per Unit (Excluding of Taxes)	Total Cost
1)	PCs	400		
2)	Dot Matrix Printer (136 Col.)	15		
4)	Pass Book Printers	80		
4)	Scanners	100		
5)	Laser Printers	113		
6)	High Speed Printers	13		
7)	Line Printers	12		
8)	Switches	65		
9)	Projectors	1		
10)	Cash Receipt Printer	42		
11)	Passbook Kiosks	40		
12)	CTS SCANNER	45		
13)	DOCUMENT SCANNER	30		
	TOTAL	956		

- The quantity mentioned above is estimated and not actual quantity. 20-30% quantity may vary.
- Before coming into agreement, physical asset verification to be done by the vendor on their own cost.
- Taxes, if any will be applicable on actual basis.
- After award of AMC, for identifying the hardware under AMC, asset tagging with Company sticker with contact No. & mail ID to be undertaken by the vendor on their own cost.

Authorized Signatory
Name: Designation: Office Seal:

Place:

Date:

ANNEXURE B

INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL FOR ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES AND DEPARTMENTS AT SAMBALPUR ZONE

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 for Rs Fifty Lacs
8. Whether registered for Sales Tax purpose. If so, mention number and date
9. Mention permanent account Number.
10. If you are registered/empanelled/approved with any other organization/Dept. Banks etc. Furnish their names, category and date of registration/empanelled.
11. a) detailed description and value of AMC works done incl. for banks in the past at least during the **last 3 years only**.

			Rs. Lacs
Name of Institution	of	When done	Value of work done

(Enclose certificates/proofs in support of your claim)

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

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 Odisha State

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

Place:

Signature of Proprietor/ Date:
Partner/Director with Seal

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

Date:

To:

The Zonal Manager, Bank Of India, Information Technology Department SAMBALPUR Zonal Office, Second Floor, Sarla Kani Chowk, in front of St'Johns School, SAMBALPUR, Odisha 768006.

Ladies/Gentlemen,

Re: Request for Proposal for Annual Maintenance Contract of computer hardware, peripherals & Passbook Kiosks installed at various Branches and departments of SAMBALPUR Zone

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry 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 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 2021

(Signature with seal) (In
the capacity of)

Duly authorized to sign Proposal for and on behalf of

ANNEXURE D**NON-DISCLOSURE AGREEMENT**

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the Annual Maintenance Contract to Bank of India, having its Zonal Office at, SAMBALPUR , Sarla Kani, in front of St'Johns School, Second Floor, SAMBALPUR 768006

Hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Video Conferencing Solution shared by the BANK in their Request for Proposal is confidential and / or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Annual Maintenance Contract and / or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs / duties on the Bank's properties and / or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property / information;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorization to do so;

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

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY 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.

Authorized Signatory

Place:

Date:

Name: Designation :Office Seal

**AGREEMENT FOR MAINTENANCE OF COMPUTER AND OTHER
ELECTRONIC EQUIPMENT**

THIS AGREEMENT made day of 2021 BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (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 of 1 year from 08.11.2021 to 07.11.2022. 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 The AMC charges will be released on quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches/departments and no advance payment shall be made by the Bank.
- 2.4 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 AMC period will be calculated on pro-rata basis.
- 2.5 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 favorable 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.
- 2.6 THE COMPANY, shall, if so desired, not less than six months in advance convey its intention to increase the charges contained in Annexure A hereto, by means of a notice in writing to Bank. Bank may agree to such increase in maintenance charges by conveying, in writing, its acceptance of such increase within three months from the date of receipt of such notice from the company.

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 10.00 a.m. to 7.00 p.m. on weekdays (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, 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 24 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 once within the first fifteen days of 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 THE EQUIPMENT shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice to the COMPANY. However, if Bank desires to shift the EQUIPMENT to a new site and install it thereat urgently. THE COMPANY shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and THE COMPANY shall provide necessary assistance to Bank in doing so. This Agreement, after such shifting and reinstallation would continue to be binding on THE COMPANY and Bank provided that the two parties may agree to amend charges for the maintenance service after such an event.
- 3.5 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.
- 3.6 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 MEASURE:

- 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 endeavors 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 months' 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.

9.2 Notwithstanding anything contained in the presents, the Bank shall not be liable for any loss/compensation/damages, etc. Whatsoever in connection with/relating to the accident/injury/death of any employee of the Company who is/are deputed for any maintenance/service under this agreement either in the premises of the Bank or elsewhere.

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. GENERAL:

13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Agreement.

13.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.3 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 authorized 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.

13.4 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)
(Authorized signatory)

Bank by its representative:
(Authorized signatory)

Annexure J

List of branches in SAMBALPUR Zone

SL NO	BRANCH NAME	SOL ID	SL NO	BRANCH NAME	SOL ID
1	AINTHAPALI	5495	36	KONISI	5152
2	ANGUL	5560	37	KORAPUT	5443
3	ASKA	5596	38	KRUSHNA CHHAI	5597
4	ATTABIRA	5497	39	KUARMUNDA	5211
5	BADAGADA	5157	40	LAXMIPUR	5138
6	BARGARH	5585	41	MAHULDIHA	5205
7	BELPAHAR	5493	42	MAIN ROAD	5201
8	BERHAMPUR	5151	43	NARLA	5142
9	BHANJA NAGAR	5584	44	NAWARANGPUR	5582
10	BHAWANIPATNA	5141	45	PADAMPUR	5146
11	BIPILINGI	5155	46	PAILIPADA	5137
12	BOLANGIR	5562	47	PARLAKHEMUNDI	5126
13	BONDAMUNDA	5499	48	PATNAGARH	5593
14	BORDA	5143	49	PHULBANI	5171
15	BOUDH	5159	50	POLSARA	5165
16	BRAJARAJNAGAR	5494	51	RAYAGADA	5442
17	CHEND HOUSING COLONY	5206	52	ROURKELA	5200
18	CHHATRAPUR	5158	53	SAMBALPUR	5430
19	CIVIL TOWNSHIP	5203	54	SANKUDA	5147
20	COURTPETA	5148	55	SOHELA	5517
21	DEOGARH	5196	56	SONEPUR	5191
22	DHANKAUDA	5431	57	SUMANDAL	5156
23	DIGAPAHANDI	5167	58	SUNABEDA	5440
24	DUDUKA	5149	59	SUNDERGARH	5207
25	GOVINDAPALI	5583	60	TALCHER	5565
26	HINJLICUT	5595	61	TITLAGARH	5592
27	JARADA	5154	62	UDIT NAGAR	5519
28	JAREIKELA	5202	63	VEDVYAS	5208
29	JEYPORE	5441	64	ZONAL OFFICE	ZO940
30	JHARSUGUDA	5570			
31	KABISURYA NAGAR	5166			
32	KESRAMAL	5204			
33	KHARIAR	5359			
34	KHETRAJPUR	5518			
35	KHETRIBARAPUR	5153			