

Telangana Zonal Office,
PTI Building, A C Guards, Hyderabad-500004.
E-mail: telangana.it@bankofindia.co.in Phone: (040)23392027

Ref.: TELZO/IT/CMR/2020-21/167

Dated: 26 Feb 2021

TENDER NOTICE

**Subject: Comprehensive On-site Annual Maintenance Contract for
Maintenance of Computer Hardware & Peripherals
Installed at Zonal Office and Branches of Telangana Zone.**

DISCLAIMER

The information contained in this Request for Proposal (RFP)/Tender document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP/Tender document and all other terms and conditions subject to which such information is provided. This RFP/Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP/Tender is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP/Tender does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP/Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP/Tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/Tender.

2. Bank of India, Telangana Zone intends to invite Sealed tenders from reputed companies / firms for Comprehensive on-site Maintenance of computer systems including Desktop PCs, Thin Clients, Laptops, Passbook Kiosks, Printers(All Types), Scanners (All Types including CTS) and other peripherals installed at Bank's Telangana Zonal Office (Hyderabad) and branches in Telangana State. In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. Two Separate Envelopes to be submitted. The Technical Proposal envelope should not contain any financial terms and quotations. The financial bid envelope should contain both the cost details as well as manufacturers built-in warranty charges as mentioned in the enclosures. The specifications given are the minimum requirements and the bidders may choose any specification equivalent or superior to the one given by the Bank in case the exact match is not in their product line. Brief description of the Hardware at branches and zonal office is given in **Annexure "F"**. Vendors should, preferably, visit the site during working days & hours with prior appointment. Eligibility criteria are mentioned in "**Annexure F**". The approximate number of systems is given in "**Annexure E**".

3. Tender application form for the same can be downloaded from Bank of India's website www.bankofindia.com under the section "Tender" or can be obtained from Bank of India, Telangana Zonal Office at A.C. Guards, PTI Building, Hyderabad-500004 from **26/02/2021 up to 26/03/2021**.

4. **The Tenders should be submitted in three sealed envelopes as under:**

- i) “A” – Technical Bid
- ii) “B” - EMD Deposit
- iii) “C” - Price Bid

Envelope “A”: Shall contain duly filled in “Pre-qualification application form” as per “Annexure – A” with all the relevant documents, enclosures, copies of certificates etc. excluding Price Bid. **The envelope should be superscribed as “TECHNICAL BID FOR HARDWARE MAINTENANCE SERVICES OF BOI, TELANGANA ZONE”.** Duly filled in Non-disclosure agreement as per “Annexure – B” is also to be enclosed in Envelope A.

Envelope ‘B’: (i) Shall contain of Rs.5000/- (Rs. Five Thousand Only) non-refundable by way of demand draft favoring ‘Bank of India’ payable at Hyderabad. In case tender document is downloaded from our website (www.bankofindia.com), the cost of tender form Rs.5000/- to be paid by way of demand draft favoring ‘Bank of India’ payable at Hyderabad. The same is exempted in case the bidder is registered with NSIC

(ii) Shall contain the covering letter of Deposit as per “Annexure C” Earnest Money Deposit of Rs.50,000/- in the form of Bank Draft / Pay Order favouring Bank of India. The envelope should be super scribed as “EMD FOR HARDWARE MAINTENANCE SERVICES OF BOI, TELANGANA ZONE”.

Envelope ‘C’: Shall contain only Price Tender Document in the prescribed proforma as per Annexure “D” and item wise details duly filled in as per Annexure “E”. No other document shall be attached. The envelope should be superscribed as “PRICE BID FOR HARDWARE MAINTENANCE SERVICES OF BOI, TELANGANA ZONE”.

5. All the three envelopes will be sealed and submitted to The Zonal Manager, Telangana Zone on or before 17.00 hours on **26/03/2021**. **The envelope No. “A” & “B” will be opened on 29.03.2021 at 15.00 hours** or in case of exigencies if the same cannot be opened on the appointed date opening will be done in a future date with proper communication to you/vendors/Tenders. The Tenderers willing to witness the opening of these envelopes may remain present on the said date & time. Person witnessing the tender should be working at decision making level in the company. **Tenders received after the appointed time and date shall be rejected forthwith.**

6. Based on the details etc. as furnished in pre-qualification documents, as contained in Envelope No. “A”, Bank will pre-qualify suitable number of Tenderers. Price Tenders i.e., (Envelope No. “C”) of only those Tenderers who are thus prequalified will be opened. EMD (without any interest) as contained in Envelope No. “B” and unopened tender as contained in Envelope No. “C” will be returned in due course to the tenderers who are not pre-qualified. EMD of unsuccessful tenderers whose tender Envelope No. “C” has been opened, will also be returned without interest in due course of time. **Tenders not accompanied by EMD/Exemption in appropriate form will be summarily rejected.**

7. The minimum eligibility criteria for pre-qualification are enclosed (Annexure “F”). Applicants are advised to furnish latest / recent Clients’ Certificate in respect of experience claimed.

8. The validity of the offer will be 4 months from the last date of submission of application form.

9. The Bank reserves the right to reject any / all applications without assigning any reasons thereof.

Sd/-
(C Shobharani)
Dy. Zonal Manager.

Pre-qualification Application Form (for technical eligibility)

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

NAME	Proprietor / Partner / Director	ADDRESS	LAND-LINE NO.	MOBILE NO.
1)				
2)				
3)				
4)				

6. Whether registered with Registrar of Companies/ Registrar of Firms. If so, mention number and date.
(Enclose supporting document).
7. a) Name and Address of Bankers:
b) Enclose Solvency Certificate from the Bankers:
(Enclose supporting document).
8. Registered for Sales Tax/GST purpose. If so, mention number and date (Mandatory)
(Enclose supporting document).
9. Mention permanent account Number.
(Enclose supporting document).
10. If you are registered/empanelled/approved with any other organisation/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 5 years only**.

Name of Institution	When done	Amt. in Lacs Value of work done (AMCs)

(Enclose supporting document).

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 organisation. (Preferably a Banking 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 Telangana:

SI No.	Address	Name of the Responsible Person	Qualification of Responsible Person

Place:
Date:

Signature of Proprietor/
Partner/Director with Seal

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 registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, and Telangana Zonal Office at PTI Building, A.C. Guards, Hyderabad-500004, hereinafter referred to as 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 authorisation 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.

Authorised Signatory Name:
Designation: Office Seal:

Place
Date:

EARNEST MONEY DEPOSIT

Please find enclosed Bank Draft/Pay Order for Rs.50,000.00 (Rupees Fifty Thousand only) towards Earnest Money Deposit for participation in tendering process (Maintenance of Computer Hardware & Peripherals).

DD/PAY ORDER No :

DATE OF DD/P.O :

ISSUER BANK NAME :

AMOUNT in ` :

FAVOURING :

(Authorized signatory)
Seal of the Company/firm

TENDERER'S NAME AND ADDRESS :

NAME: _____

ADDRESS _____

TEL.NOs. _____ E-mail.....

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

Date:

To:
The Zonal Manager,
Bank of India,
Telangana Zone, PTI Building,
A.C. Guards, Hyderabad-500004

Dear Sir,

**Request for Proposal for Annual Maintenance Contract of
Computer Hardware and peripherals installed at
Telangana Zonal Office and Branches.**

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 (Nationalised or Scheduled Bank acceptable to Bank of India) 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)
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

ANNEXURE "E"

TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT AT TELANGANA ZONAL OFFICE AND BRANCHES

Sr No	Items with brief details	Qty	AMC Rate per Unit (exclusive of all Taxes and GST)	Total Cost (Unit Price X Qty)	% of GST per Unit (not for Evaluation purpose)
1.	Desktops with Monitors	450			
2.	Thin Client with Monitors	30			
3.	LaserJet Printers/ Deskjet Printer/ OfficeJet Printers (All Models)	160			
4.	Cash Receipt Printers	70			
5.	High Speed/ Line Printers/Dot Matrix	67			
6.	Passbook Printers	110			
7.	ADF Scanners	65			
8.	Flat Bedded Scanners (All Models)	84			
9.	CTS Scanners (All Models)	21			
10.	Passbook Kiosks (All Devices except Metal Body of the Kiosk)	52			
11.	Laptops	02			
Total					
Amount in Words					

Note: The Total Cost (Unit Price multiplied by Quantity) will be taken into consideration for arriving L1, L2, L3.. etc and GST and other taxes will be paid as per the governing guidelines at the time of AMC payment to the vendor

ANNEXURE-F

MINIMUM ELIGIBILITY CRITERIA

Bank of India, Telangana Zone is situated at PTI Building, A.C. Guards, Hyderabad - 500004. It has 67 branches and Zonal Office across Telangana State. Detailed list of Inventory is given in Annexure "E".

1(a). The eligible bidder should have service centres in Hyderabad and all major cities of Telangana State. The bidder should have an annual turnover of at least Rs.6 Crores per annum and should have at least Rs.50 lac Annual Service turnover per annum from the Maintenance / AMC Charges in each of the past three years. Information/undertakings should be submitted as per the Annexure B,C and D.

1(b). The firms / companies should have at least 5 years of experience of undertaking Annual Maintenance Contract in PSU Banks/ Financial Institutions, handling over 2000 computers/peripherals, with at least three of the locations referred with 50 or more computers in each single site.

- It should have been registered with Sales Tax Department/GST for Work Contract Tax/VAT.
- Copies of their PAN/ST No/GST No., service tax registration certificate to be enclosed.

1(c). The bidder 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 should be submitted along with the bid.

- 1(d).
- 1) The bidder must have a permanent office in Hyderabad.
 - 2) The bidder should have at least 25 engineers on their Payroll providing the Maintenance service and Pay Scale of the engineers should be as per the governing Labor Laws of Government of India.
 - 3) The bidder should provide min 3 satisfactory certificates from their customers, about satisfactory AMC services (preferably from banking sector).

1(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.

2. Commercial Bids

2.1 After evaluation of Technical Bids, price bids of only technically qualified bidders will be opened and evaluated. The Total Price total will be taken into consideration for arriving L1, L2, L3.. etc and GST and other taxes will be paid as per the governing guidelines at the time of AMC payment to the vendor. 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.

3. 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 for all Hardware Peripherals, Printers, Monitors, Scanners, CPUs, PBKs and CTS Scanners without any extra payment. This also includes the Liquid Damage to the Equipment. The vendor allotted with AMC shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn-out & defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours except on bank holidays. In cases where unserviceable parts of the EQUIPMENT need replacement vendor shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance. This includes replacement of Key Boards and Mouses, all broken and burnt parts in all hardware peripherals (i.e., Equipment) including print heads (for dot matrix printers), plastic parts which gets broken through fair wear and tear. The replacement of spares like burnt power adopters which are used for printers, scanners, thin clients are also covered in AMC and BANK will not pay any additional charges. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, these will incur an additional charge

ii) **The contract will be effective till 30th April 2022 from 01.05.2021.** Contract may be renewed at the discretion of the Bank on same Terms & Conditions, with the mutual Agreement of both the parties for further Two more Years after expiry of initial AMC allotment. Alternatively, the contract may be cancelled, by giving at least one-month notice from either of the parties. If the selected Vendor (L1) fails to full fill the services up to the satisfaction of Bank during this period of contract, Bank has the full right to terminate his contract and the same is awarded to the next successful vendor (L2) with the same Rate quote, Terms and conditions. If L2 vendor is not interested in taking up the AMC, the bank will award the same to next successful bidder and so on. If no vendor is ready to take up the AMC them Bank may go for fresh Tendering process.

iii) The vendor will have to enter into necessary contract with the bank. The format of Annual Maintenance Contract is as per Annexure (G). The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.

iv) The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part/his representing engineer who attended the call.

v) 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.

vi) The vendor is required to carry out periodic preventive maintenance activities at least once in a 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 with required equipment to clean-up the computers & related peripherals such as Monitor, keyboard, mouse etc. Vendor will be required to depute the engineers at least once in quarter for fault rectifications in addition to attending the failure calls as per AMC terms and configuration changes requirements. This also covers any software/Hardware updation/upgradation proposed by the bank as part of its IT Infrastructure without any additional cost.

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 AMC contract.

viii) The Company shall provide a stationed engineer at Zonal Office on all working days during office hours and when required by the bank even on holidays through the agreement period.

ix) The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like Finacle, MS-Office etc., installation/updation of antivirus software, installation and configuration of peripherals like printers, modems etc. as required by the Bank from time to time.

x) Above services will include configuring Computers for using Bank's Core Banking application, as per the specifications provided by the Bank. The Bank will provide all the required software. The rates quoted should cover onsite maintenance of the operating system, software installation, installation of patches, assistance in data recovery, preemptive action against virus detection/removal, configuration of internet/e-mail, configuring applications (client/server), connectivity between computers/laptops and peripherals like printers, scanners, modems etc.,

xi) While shifting any hardware out of the Bank's premises for repairs, the vendor will have to arrange for suitable replacement of the respective hardware.

xii) 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 on satisfactory services after completion of the period and subject to the vendor submitting 'Satisfactory Service Reports' which includes the Call reports, monthly Statement for penalty Calculation and Preventive Maintenance Reports.

xiii) 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. Fabricated Spares are not allowed to use for making the systems serviceable. AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, DVD-Drives, keyboard, mouse, power supplies, memory, monitors etc. within a reasonable period and in no case more than 24 hours.

xiv) 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 to the Bank's satisfaction 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.

xv) 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.

xvi) A bank guarantee amounting to 10% of AMC value, valid for the AMC period, shall be submitted to the Bank once the contract is awarded. The Earnest Money Deposit would be refunded after submission of the Bank guarantee.

xvii) The vendor would also be required to install Bank's Licensed version of antivirus and other authorized software wherever required. 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.

xviii) Vendor is also responsible for configuration and maintenance of all Hardware items mentioned in Annexure "E".

xix) Vendor has to liaise with other vendors/ parties for upkeep of Internet and Internet connectivity including lease line etc. Necessary tie ups are already in place with other vendors/ service providers.

xx) Vendor to make sure that company engineers are well conversant with the latest Hardware technology available in the market.

**AGREEMENT FOR MAINTENANCE OF
COMPUTER HARDWARE AND PERIPHERALS.**

THIS AGREEMENT made on ____ 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 - H 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 H 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 H, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are With drawn from Annexure H, 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 H 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 H.
- 2.3 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.
- 2.4 THE COMPANY shall inform in writing the hardware and peripheral which are beyond repairable services. Payment for any 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 H 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 & defective parts including all plastic parts and liquid damaged parts of the EQUIPMENT during Bank's normal local working hours except on 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. This includes replacement of all broken and burnt parts in all hardware peripherals (i.e., Equipment) including print heads (for dot matrix /High speed/ line printers), plastic parts of all equipment like PBKs, CTS Scanners (all parts) etc., which gets broken through fair wear and tear. This includes the Liquid Damage to the equipment. The replacement of spares like burnt power adapters which are used for Monitors, printers, scanners and thin clients are covered in AMC and BANK will not pay any additional charges. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, these will incur an additional charge. This also covers any software/Hardware updation/upgradation proposed by the bank as part of its IT Infrastructure without any additional cost.

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 3 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 immediately after attendance to the service call. In case an item is not usable beyond the stipulated maximum downtime the COMPANY will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/ replacement will be liable for penalty of Rs. 500/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty or annual maintenance charges, as the case may be. THE COMPANY will submit the call attended report in the format which will be given by the bank at the time of allotment of AMC on first day of the every month for calculating the penalty. (If first day of the month is holiday then next working day it is to be submitted). Failing which will attract the penalty of 1000/- per day in addition.

e) THE COMPANY will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the COMPANY shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

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.

- i. 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.
- ii. All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- iii. 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 Within the period of maintenance, BANK reserves the right to shift the EQUIPMENT to alternate site of its choice, disconnect/ connect/ substitute peripherals such as printers etc. acquired from any other Vendor and providing terminals/ nodes/ peripherals from this network to some other dept. / branch/ division of the BANK. In such case the COMPANY undertakes to continue to maintain the goods at their new location without any additional cost to the BANK. However, if Bank desires to shift the EQUIPMENT to a new site and install it, 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.

- 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.
- 3.7 THE COMPANY shall provide a stationed engineer at the Zonal Office premises on all the working days throughout the agreement period.

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 events 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:

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 2.5 of this Agreement.
 - d) Under the provision of clause 4.1 and/or 10 of this Agreement.
 - e) By giving three month's notice of such termination to the other by either of the parties to this Agreement. However, the vendor undertakes to continue to discharge his duties and obligations, until a new Vendor is engaged by the Bank as per the procedures.

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 authorised 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 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.
- 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)
(Authorised signatory)

Bank by its representative:
(Authorised signatory)

**SCHEDULE OF EQUIPMENTS INCLUDING COMPUTERS, PERIPHERALS &
OTHER COMPONENTS WITH AMC CHARGES**

Sr. No	Items with brief details	Make	Sr No.of Item	AMC Amount
1)				
2)				
3)				
4)				
5)				
6)				
7)				

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)

MONTHLY CALL REPORT FORMAT FOR CALCULATING PENALTY

FOR THE MONTH OF _____

SI No.	Date and Time Complaint Lodged by the Bank/ Branch	Complaining Branch Name	By Which way the complaint was lodged	Desc of Complaint	Docket No given by the AMC Vendor with date	Call attended Date and Time	Call Attended Engineer's name	Call Resolved date	Reason for delay if any	Remarks

Authorized Signatory
 With Seal of the Company