

Gramin Bank of Aryavart

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

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

www.aryavart-rrb.com

Ref. No: HO/ IT/VA/2016-17/61

Date 17-09-2016

Tender Notice

Sub: Comprehensive Onsite Maintenance Contract for maintenance of Computer Hardware, & Peripherals

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/offices of our Bank.

a) Interested eligible Bidders may obtain further information from and inspect the bidding documents at IT department of Gramin Bank of Aryavart, Head Office, A-2/46 Vijay Khand, Gomti Nagar, Lucknow -226010.

b) The Bidding document may be obtained from and the bid should be submitted to the IT department of Gramin Bank of Aryavart, Head Office, A- 2/46 Vijay Khand, Gomti Nagar, Lucknow - 226010.

- (i) Last date and time for receipt of Bids : 13-10-2016 up to 03:00 PM
(ii) Date & Time of Opening of Technical Bids : 13-10-2016 at 03:00 PM
(iii) Date & Time of Opening of Financial Bids : Financial bids opening date shall be announced and notified on Bank's website after opening of technical bids.

(iv) Address for communication :

Information Technology Department
Gramin Bank of Aryavart, Head Office,
A-2/46 Vijay Khand, Gomti Nagar, Lucknow -226010

(v) Contact Person :

Mr. Vipul Awasthi : 7388899771
Mr Utkarsh Srivastava : 7388899715
Phone : +91-7388800795

c) The Bidding Document may also be downloaded from our website – www.aryavart-rrb.com.



- 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.
- e) Prospective Bidders are requested to attend pre-bid meeting to be held at our office, on 22-09-2016 at 03.30 P.M. to seek clarification, if any, in respect of Bid submission.

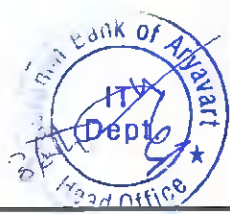
2. Eligibility Criteria:

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

- a) The eligible bidder should have service centers in Lucknow, Kanpur, Aligarh and/or Agra. The bidder should have an annual turnover of Rs.10.00 crores or above from Services/Maintenance of computer hardware and peripherals. Audited Balance sheet of last three financial years should be enclosed.
- b) The firms / companies should have at least last 3 years experience of undertaking Comprehensive Annual Maintenance Contract in PSU Banks/ Financial Institutions.
- i. It should have been registered with Sales Tax Department for Work Contract Tax/VAT.
- ii. Copies of their PAN/ST No., service tax registration certificate should be submitted with Technical Bid.
- c) The bidder should submit a certificate in support of ISO 9001:2008(Quality Management System) in support of Certification of the Services.
- d) The bidder must have a permanent office in Lucknow.
- e) The Bidder should submit to the Bank a latest Solvency Certificate, not older than 6 months, in Original from their Bankers, certifying that the bidder is solvent to the extent of Rs. 25 lakhs and more.
- f) Not fulfilling any criteria listed in Eligibility criteria shall lead to direct disqualification and no further correspondence shall be entertained.
- g) The firms / company will have to provide a list of qualified engineers who will perform the job along with their resume and copy of technical qualification certificates to once they are selected.
3. The technical/commercial bids should be in two separate sealed covers clearly marked as 'TECHNICAL BID' and 'FINANCIAL 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'. **Please note importantly Demand Draft or payslip of 'EARNEST MONEY DEPOSIT' must not be kept inside 'FINANCIAL BID' cover / envelop.**

- a) 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/Balance Sheet. Technical Bids should not contain any commercial quotes.

- b) The **FINANCIAL BID** should contain the rate against each item separately.
- c) Technical and Financial 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.
- d) The Bank reserves the right to reject any or all the tenders without assigning any reasons.
- e) The sealed tenders must be submitted by 13-10-2016 upto 03:00 PM. The technical tender will be opened on 13-10-2016, at 3.00 P.M. by the Tender Committee at Gramin Bank of Aryavart, Head Office, A-2/46 Vijay Khand, Gomti Nagar, Lucknow-226010.

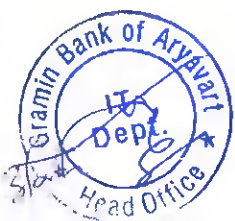
4. Other Terms and Conditions:

- i. The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts including all plastic parts without any extra payment. Repair and replacement of plastic part does not cover plastic body of equipment.
- ii. The contract will be effective for a period of one year from 19-10-2016.
- iii. The vendor will have to enter into necessary contract with the bank. The format of Comprehensive Annual Maintenance Contract is as per **Annexure-B**.
- iv. The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.
- v. The vendor should be an authorized Service Provider for reputed manufacturers and expert in providing maintenance of various computers, and peripherals.
- vi. The vendor should provide a helpdesk to act as a single point contact over Phone, Email and/or Web portal for managing all requests for services, logged by our Branch/offices on all bank working days during the office hours i.e. from 10:00 AM to 06:00 PM from Monday to Saturday. The vendor must provide the user with a complaint number for new service request over Phone as well as over Email/SMS. Registration and tracking of complaint over internet through web portal is also required.
- 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/software Installation and 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 software. The rates quoted should cover onsite maintenance of the operating system, software installation, computer data backup, preemptive actions against virus spread, detection/removal of virus.
- ix. While shifting any hardware/part of hardware out of the Bank's premises for repairs, the vendor



will have to arrange for temporary replacement of the respective hardware/part before shifting of hardware/part of hardware.

- x. 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.
- xi. 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, and 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 concerned Regional Offices.
- xii. 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, CD-Drives, power supplies, cards, memory, monitors etc. within a reasonable period and in no case more than 48 hours.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. The vendor is required to deploy an engineer and attend the call /complaint within 4 hours of logging the same for the local branches/offices located within the radius of 25 Km of district headquarters and within 24 hours for rest of the branches. The vendor is required to resolve the call / complaint within 48 hours of logging the same in any case i.e. either repair or replacement of faulty parts. **If calls/complaints are not resolved within the mentioned time frame, a penalty of Rs 500/- Per day per equipment will be imposed on vender. Such penalties may be cumulated up to 15% of the total value of CAMC of that quarter.**
- 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 Help desk / call resolution statistics on a fortnightly basis including new/ pending complaints. The details provided should include :
 - a) Complaint Number
 - b) Complaint Date and Time
 - c) Date and Time of first visit of engineer after lodging complaint.
 - d) Present Status of complaint (e.g. Pending / Resolved)
 - e) Complaint Resolved on (if complaint is resolved or closed)
 - f) Component Name with make & model
 - g) Component /Hardware Serial Number
 - h) User/Service recipient Mobile/Telephone No
 - i) User/Service recipient Email Address
 - j) User/Service recipient Address in full



- xviii. The vendor would be required to carry out periodic preventive maintenance activities on all the equipment under CAMC on quarterly basis. 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. If quarterly preventive maintenance schedule of equipment is not adhered to, a Penalty of Rs. 100/- for peripherals, Rs. 200/- for each unit 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.
- xx. In case of printers the following items are to be covered under the scope of CAMC coverage.
Dot Matrix Printer and Pass book Printers : All the components including all plastic parts (except plastic body of equipment) and printer head (except ribbons).
- xxi. 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.
- xxii. 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.
- xxiii. 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.
- xxiv. 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.
- xxv. 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.
- xxvi. 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.



- xxvii. 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.
- xxviii. The Bank shall not consider any request in change of rates of CAMC due to any reason whatsoever, during the period of the contract.
- xxix. 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. Final quantity of computer and peripherals may increase or decrease by 20 percent.
- xxx. The vendor will have to support the Finacle and other modules in integration / configuration with the equipment covered under CAMC for example LINE/DMP/Passbook/ Cash Receipt printer settings.
- xxxi. The Bank is fully empowered to change any of these conditions, if wanted, at any point of time.
- xxxii. Kindly check our website www.aryavart-rrb.com regularly to get the latest updates regarding this tender notice till the completion of tender process.

Yours faithfully,



(B. B. Nanda)
General Manger



FORM 1

PROPOSAL FORM (TECHNICAL BID)

(To be included in Technical Bid Envelope)

Date:

To:

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

Sir,

Re: Request for proposal for Comprehensive Annual Maintenance Contract of the computer hardware and peripherals

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 2016

(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**

1. Name of the Organization / Firm:
2. Address:
3. Year of establishment:
4. Status of the Firm:
 - a. (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/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 CAMC works done for banks during the **last 3 years only**. Rs.(in Lacs)

Name of Institution	Period	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 organization

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

Name	Designation	Qualification	Experience	Year with the Firm	Any other

14. Details of the Organization / Firm as per last three years audited Balance sheet(also attached copy of audited balance sheets)

Year	Total Turnover of the year (amt in Rs)	Annual Turnover from AMC services / Maintenance of computer hardware and peripherals	Audited Balance Sheet Attached
2013-14			
2014-15			
2015-16			

15. Name of Branch/Representative offices in Agra, Aligarh, Barabanki, Etah, Faizabad , Farrukhabad, Firozabad, Hardoi, Hathras, Kannauj, Kasganj, Lucknow, Mainpuri, Mathura and Unnao Districts.

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

Place:

Signature of Proprietor/

Partner/Director

with

Seal

Date:



FORM 2

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

Date

To:

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

Sir,

Re: Request for proposal for Comprehensive Annual Maintenance Contract of the computer hardware and peripherals

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 2016

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



Annexure-A

TENTATIVE QUANTITY OF THE EQUIPMENTS PROPOSED TO BE 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(exclusive of all Taxes/VAT etc)	Total Cost
1	Wipro Desktop (Manufacturer- Wipro Ltd. Model- Wipro PC Processor- Intel(R) Core2 Duo CPU RAM- 2 GBDDR2 Operating System- Windows 7 Professional Hard Disk- 320 GB) with Optical Drive mouse, keyboard and TFT Monitor	320		
2	Wep LQDSI 5235 Dot Matrix Printer (Manufacturer: Wep Model- LQDSI 5235)	138		
3	Epson PLQ 20 Passbook Printer (Manufacturer: Epson Model- PLQ 20)	111		
4	Cannon Scanner LIDE 110 (Manufacturer: Cannon Model- LIDE 110)	241		
Total CAMC Cost (excluding taxes)				

- Quantity mentioned are indicative in above table and the exact quantity (Branch/Office wise) will be given in Purchase Order (P O). 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 cost of CAMC of all items from Sr.No. 1 to 4.



Annexure-B

AGREEMENT FOR MAINTENANCE OF COMPUTER AND PERIPHERALS

THIS AGREEMENT made at _____ on the _____ day of 20 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 19-10-2016 to 18-10-2017. 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.

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.

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 working hours i.e. from 10:00 A.M. to 6.00 P.M. (other than bank holidays and Sundays). 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 telephonic, email notice by branches/offices within 4 hours of logging the same for the local branches located within the radius of 25 Km of district headquarters and within 24 hours for rest of the branches. The vendor must provide the user with a complaint number for new service request over Phone as well as over Email/SMS.
- d) The vendor is required to resolve the call / complaint within 48 hours of logging the same in any case i.e. either repair or replacement of faulty parts. If calls/complaints are not resolved within the mentioned time frame, a penalty of Rs 500/- Per day per equipment will be imposed to vender. Such penalties may be cumulated up to 15% of the total value of CAMC of that quarter.
- 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) If quarterly preventive maintenance schedule of equipment is not adhered to, a Penalty of Rs. 100/- for peripherals, Rs. 200/- for each unit may be imposed to vendor, 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.
- 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.
- j) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- k) 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 fulfill 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.

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 months' notice.

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.

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.

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.



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.

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.

Limitation of Liability:

10.1 Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of vendor, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of first claim. Total Aggregate liability of vendor for all claims shall not exceed the total fees received by vendor under this Agreement.

BUSINESS TERMINATION:

11.1 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.

