



# ग्रामीण बैंक ऑफ आर्यावर्त

## GRAMIN BANK OF ARYAVART

(भारत सरकार, उत्तर प्रदेश सरकार एवं बैंक ऑफ इंडिया का संयुक्त उपक्रम)

प्रधान कार्यालय: ए -2/46, विजय खण्ड, गोमती नगर, लखनऊ-226010  
G.M.O. CENTRE POINT, ALIGARH - 202001

Head Office: A-2/46, Vijay Khand, Gomti Nagar, Lucknow-226010  
Phone: 0571-2409240 Fax: 0571-2401002

Ref No. GMO/A&S/AK/2018-19/02

Date: 21.03.2018

### Tender Notice

**Sub:** Comprehensive Onsite Maintenance Contract for maintenance of 252 Routers installed at the Branches/Offices of the Bank in various districts

#### Calling for quotations/Sealed Tenders

1. Sealed tenders are invited from the reputed manufacturers/companies/firms for comprehensive Onsite Maintenance of 252 Routers installed at various branches/Offices in Agra, Aligarh, Etah, Firozabad & Hathras districts.

- Interested eligible Bidders may obtain further information from and inspect the bidding Document at A&S department of Gramin Bank of Aryavart, GMO Centre Point Aligarh 202001
- The bidding document may be obtained from and the bid should be submitted to the A&S Dept of Gramin Bank of Aryavart, GMO Centre Point Aligarh 202001

Date of RFP	21.03.2018
Last Date and time for receipt of Bids	03.04.2018 (up to 3:00p.m.)
Date and time of Opening of Technical Bids	04.04.2018 (at 4:00p.m.)
Earnest Money Deposit (EMD)	Rs. 25000.00 (Twenty Five Thousand only)
Date & Time of Opening of Financial Bids	16.04.2018 (at 4:00p.m.)
Address for Communication	A&S Dept GRAMIN BANK OF ARYAVART GENERAL MANAGER'S OFFICE 18B, NIRANJAN PRIYA DHAM CENTRE POINT, ALIGARH-202001

- The Bidding Documents may also downloaded from our Website- [www.aryavart-rrb.com](http://www.aryavart-rrb.com)
- Gramin Bank of Aryavart reserves the right to accept or reject in part or full any or all the offers without assigning any reason thereof.
- Prospective bidders are requested to send their queries to email [Gmco.ansit@gba-rrb.com](mailto:Gmco.ansit@gba-rrb.com) latest by 28.03.2018 up to 3.00 p.m. to seek clarification, if any, in respect of Bid Submission.

Contd..2



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 AMC of 252 Routers " address to the General Manager, Gramin bank Of Aryavart , A&S Dept , GMO Aligarh Centre Point Aligarh 202001.

- a) The eligible bidder must have service centers in UP. The bidder should have an annual turnover of Rs. 1.00 crores or above from service/maintenance of Routers. Audited balance sheet of last three financial years should be enclosed.
- b) The firm / Companies should have at least 3 years' experience of under taking Comprehensive AMC contract of Routers in PSU Banks/ Financial Institutions.
- c) The bidder should submit a certificate in support of ISO 9001:2008 (Quality Management System) in support of Certification of Services.
- d) 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.
- e) Not fulfilling any criteria listed in Eligibility criteria shall lead to direct disqualification and no further correspondence shall be entertained.

3. **Guidelines for submission of Bids:** The tender are to be submitted under 2 bid system i.e., Technical Bid and Financial Bid. 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. 25000/- (Rupees Twenty Five Thousand only)** in the favor of a demand draft or payslip in favor of Gramin Bank of Aryavart, Payable at Aligarh. 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 performing such duties along with the supporting documents/ certificates/ balance sheets. Technical Bid should not contain any commercial quotes.
- b) The **FINANCIAL BID** should contain the rates for Onsite comprehensive AMC of UPS.
- c) The Bank reserves the right to reject any or all the tenders without assigning any reasons.
- d) The sealed tenders must be submitted by 03.04.2018 up to 3.00 p.m. The technical tender will be opened on 04.04.2018 at 4.00 p.m. by tender committee at Gramin bank Of Aryavart, General Manager Office, Centre Point Aligarh 202001

#### 4. **Terms & Conditions for Maintenance Services:**

- 1) The maximum response time for a maintenance complaint (i.e. time required for supplier maintenance engineer to report to the installations after a request call/ Telegram/Fax/E- mail is made or letter is written) shall not exceed 8 hours (Eight) from the receipt of such communication in case the Service Centre is situated at the same location where the Router is installed and One Day in other cases.
- 2) Service Provider shall deploy an engineer to attend the call/complaint within 4 hours of logging the same for the local branches/offices located within the radius of 25 K.m .of District Head Quarters and within 24 hours for rest of the branches/offices. The complaint must be resolved within 24 hours for local branches/offices and 48 hours for remote branches/offices including any repairs for replacement, **failing which penalty of Rs. 500.00 per working day per Router will be payable by the Service Provider.**

Contd..3



The amount of penalty will be recovered from Annual Maintenance Charges and /or by lodging a claim against the Service Provider as the case may be. In the event of maintenance charges amount not sufficient to set off the liability of the Service Provider under this head the Bank shall be at liberty to proceed against the Service Provider for recovery of the balance as may be advised.

3) **Performance Security:**

3.1) Within 07 days of the award of purchase order the service provider shall furnish to the Bank the performance security for an amount equivalent of 10% of AMC Contract Amount of advance valid upto 60 days after the date of completion of performance obligation of contract.

3.2) The Bank shall at liberty to set of /adjust the process of the performance security towards the loss if any suspend due to the service provider failure to complete its obligations under the contract . This is without prejudice to the Bank's right to proceed against the service provider in the event of the security being not enough to fully cover the loss/damage.

3.3) The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank Guarantee issued by a reputable Bank in India,

or

(b) A Banker Cheque/Demand Draft favouring **Gramin Bank of Aryavart.**

3.4) The performance security will be discharged by the Bank and return to the supplier not later than 30 (Thirty) days following the date of completion of service provider performance obligations under the contract. However period of contract (subject to satisfactory AMC services) may be extended for further 01 (One) year period as per discretion of Bank.

4) **PAYMENT FOR AMC:** The annual Maintenance charges shall be paid quarterly installments within 15 (Fifteen) days from the date of completion of respective quarter subject to satisfactory services rendered.

Further provided that Bank may, during the period of AMC, shift the Router wholly or in parts to other locations within the Bank's area of operations in such case the Service Provider under takes to continue to maintain the Router at their new location without any other additional cost of Bank.

5) **Contract Amendments:** No variation in or modification in terms of the Contract shall be made except by written amendments signed by both the parties.

6) **Assignment:** the Service provider shall not assign, in whole or in parts, its obligations to perform under the contract, except with the Bank's prior written concern.

7) **Sub-Contracting:** THE SERVICE PROVIDER will not sub contract or permit any one other THE SERVICE PROVIDER 'S personnel to perform any of the work, services or other performance required of THE SERVICE PROVIDER under this agreement without the prior written consent of BANK.

8) **ONLINE Router maintenance:** The Service Provider will accomplish preventive and break down maintenance activity to ensure that all Routers execute without defect or interaction for atleast 98% up time for 24 hours a day, 7 day a week of operation of the machine work on a quarterly basis.

9) Cost of all repairs that are replaced in Routers will be covered under this AMC except high value parts.

Contd..4



- 10) All repairs and maintenances service shall be performed by qualified maintenance engineer totally familiar with the equipments. Service Provider shall ensure availability of sufficient spare /engineers.
- 11) In case of any equipment going bad beyond repairable condition and the same to be replaced permanently. The Service Provider has to replace the equipment of same make/Model or of higher configuration. However the Bank may accept different Make/Model configuration at its discretion if the original make/ Model /configuration are not available in the market due to also obsolescence or technological up-gradation. Stoppage of the production of the same make/ Model / Configuration by the supplier/Manufacture or cessation/winding up the manufacture. The price profit if any gained in the process by THE SERVICE PROVIDER, has to be passed on to the BANK.
- 12) **Security:** The Service Provider and Its personnel will at all times comply with all security regulations in effect from time to time at BANK premises and externally for material belonging to BANK.
- 13) **Equipment Attachment:** Bank shall have right to make changes and attachment to equipment, provided such changes or attachment do not prevent proper maintenance from being performed or unreasonably increase the Service Provider 's cost of perform in repair and maintenance service.
- 14) **Arbitration:** If any dispute or difference on any kind shall arise between BANK AND SERVICE PROVIDER in connection with or arising out of this agreement. It shall be settled through correspondence and mutual consultation at the parties hereto within sixty days, if it is not settled, the same will be referred to the Chairman of BANK, whose discussion will be final on the matter and the same is binding on the parties herein.
- 15) **Termination for Default :**
  - 15.1) The Bank without prejudice to any other remedy for breach of contract, by a written notice of default sent to the supplier, may terminate the contract in whole or in parts if the a supplier fails to perform any other obligations under the contract.
  - 15.2) In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Routers and service similar to those undelivered, and the supplier shall be liable to the Bank for any excess costs for such similar Routers or Services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 16) **Force Majeure:**
  - 16.1) Notwithstanding the provision of T&C the service provider shall not be liable of for future of performance security, liquidated , damages, or termination for default if and to the extend that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
  - 16.2) For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable such as act of the Govt. in its sovereign capacity, wars or revolutions, fires,floods,epidemics,quarantine restrictions, and freight embargoes.
  - 16.3) Is a force majeure situation arises, the supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

Contd..5



- 17) **Bank's Right to Reject any or All Bids:**  
The Bank reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Bank's action.
- 18) The Bank reserves the right to terminate the agreement, If the vendor fails to carry out any of Its obligations/duties in terms of agreement.
- 19) The Bank shall not consider any request in change of rates of CAMC due to any reason Whatsoever, during the period of contract.
- 20) The final list of each Router with their location will be provided by the bank at the time of Agreement. Final quantity of Router may increase or decrease.
- 21) The Bank is fully empowered to change any of these conditions, if wanted, at any point of Time.

Proposal must be received by the Bank at the address specified not later than the date and time specified in Request for Proposal.

**GRAMIN BANK OF ARYAVART  
GENERAL MANAGER'S OFFICE  
18B, NIRANJAN PRIYA DHAM  
CENTRE POINT, ALIGARH-202001**

Details of Routers are as follows:-

Sl. No.	Description	Model	TOTAL NO. Router
1.	Router	Cisco-1905	195
2.	Router	Cisco-881G	57
	<b>GRAND TOTAL</b>		<b>252</b>

(Total no. of Router under AMC may be increased or decreased as per Bank's requirement)

Yours faithfully

  
**(N.MADHUSUDHAN RAO)**  
General Manager



**DECLARATION**

(To be submitted in Letter Head)

(To be included in Technical Bid envelope)

I/We have read the instructions appended and all terms and conditions and I/We understand that if any false information is detected at a later date any future contract made between ourselves and **Gramin Bank of Aryavart** on the basis of information given by me/us can be treated as in valid by the **Gramin Bank of Aryavart** and I/We will be solely responsible for the consequences.

I/We agree that the decision of **Gramin Bank of Aryavart** in selection of Service Provider will be final and binding to me /us.

All the informations furnished by me here-under are correct to the best of my knowledge and belief.

I/We agree that I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets.

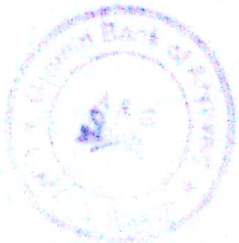
I/We agree that I/We have not applied in the name of sister concern for the subject process.

Place:

Signature with Seal

Date:

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Name and designation  
(Authorized Signatory)



(To be submitted on Bidders Official Letter Head)  
(to be included in Technical Bid Envelop)

**ORGANIZATION DATA**

**(To be provided by the Bidders enclosing relevant documents in support to have complied with the Eligibility criteria to Technical Bid)**

A. Name of Organization :

B. Registered Head Office Address with PIN :

Local Office address with PIN:

Telephone No. :

Mobile No. :

E-Mail ID :

C if you are rendering similar services to other Banks and other financial institutions, furnish details:

D. What is your field of activities? Mention the fields on preference basis:

E. Experience /Details of Executed works:

Give details of the similar type of work executed during the last three years with following details

1. Name of work and location :

2. Client's name and address :

3. Total tendered cost of work (Agreement No. & Date) :

4. Brief description of work including principal features and main items of work :



5. Period of services :

(a) Originally

(b) Renewal time, if any

6. Were there any penalties/fine/stop-notice/compensation/liquidated damages imposed? (Yes or No) if yes give amount and explanation)

7. Details of litigations/arbitration case, if any pertaining to work completed.

8. Attach client's certificate with copy of work order, agreement clearly stating the value, scope and details of work.

9. Details of Technical Staff in .....

Sr. No.	Name	Qualification	Post Held	Experience

Seal & Signature of the Tenderer

Date :

Place :





**Proposal Form (Price Proposal)**  
**(To be included in Price Proposal Envelop/Financial Bid Envelop)**

Date : .....

To :

The General Manager,  
Gramin Bank of Aryavart (A&S Deptt).  
GMO, Aligarh 202001

Sir,

**RE : Request for proposal for Comprehensive Annual Maintenance Contract of the 252 Routers installed at various branches of Gramin Bank Of Aryavart**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledge, 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 figure) 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 forms 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 constituted 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 ar not bound to accept the lowest or any Proposal you may receive.

Date this..... day of ..... 2018.

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



**Annexure –A**

(To be submitted on the Letter Head of Bidder)

**PRICE BID FOR TENTATIVE QUANTITY OF THE ROUTERS PROPOSED TO BE COVERED  
UNDER COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AT VARIOUS  
BRANCHES**

SN.	Particulars	Quantity	AMC rates per UPS per Year	Total AMC Cost per year (excluding taxes)*
A	B	C1	D1	E1 (C1*D1)
	252 Routers (195-Routers 1905 Model & 57-Routers 881G Model installed at GBA branches of Aligarh, Agra, Hathras, Etah Districts)	292  Total 292 Routers		

\* Taxes shall be paid extra as per Govt. rules and regulations.

Total Amount in Words: Rupees ..... Only. Excluding taxes.

I agree that vender quoted lowest rate in Cell D1 and/ or E1 will be awarded the CAMC.

Seal & Signature of the Tenderer.

Date :

Place :



S.NO.	DESCRIPTION	COMPLIANCE (YES/NO)
1	Whether EMD of Rs.25000.00 attached.	YES/NO
2	Whether the Bidder permanent office/ service office in Lucknow, Agra, Aligarh, Etah. Having own infrastructure for service support.	YES/NO
3	Whether balance sheet for last 03 years enclosed.	YES/NO
4	Whether audited the bidder firm has average annual turnover of Rs..... Each during the last 03 years.	YES/NO
5	Whether the Bidder firm is profit making during the last 03 years.	YES/NO
6	Whether the Tax Registration Certificate for GST/PAN enclosed.	YES/NO
7	Whether the Bid forms /technical and financial complete in all respect.	YES/NO
8	Whether the paper and documents have been properly signed.	YES/NO
9	Whether the terms and conditions of the contract accepted by duly signing on all the pages of the bid documents.	YES/NO
10	Whether the payment terms agreed as per Bank 's T& C.	YES/NO
11	Whether the service support details are attached.	YES/NO
12	Whether the performance statement is enclosed.	YES/NO
13	Whether details of work experience/executed works with other banks/other reputed firms under AMC during the last 03 years.	YES/NO
14	Whether Client Certificate with copy of work order in reference to point No. 13 attached.	YES/NO



## AGREEMENT FOR MAINTENANCE FOR ROUTERS

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between GRAMIN BANK OF ARYAVART a body corporate constituted under the Regional Rural Bank Act 1976(hereinafter called "Bank") which expression/shall include its successors and assigns and

\_\_\_\_\_

Incorporated under the Companies Act, 1956 and having its Registered Office at

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### **1. COMMENCEMENT AND TERM :**

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

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

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

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

Withdrawn from Annexure- A, as described herein, then any monies prepaid on such EQUIPMENT shall be held to the credit of Bank's account.



## 2. CHARGES :

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

## 3. REPAIR AND MAINTENANCE SERVICE :

3.1 During the term of this agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out of defective parts including all plastic parts of the EQUIPMENT during Bank's normal local working hours i.e. from 9.00 a.m. to 6.00 p.m. on weekdays and from 9.00 a.m. to 4.00 p.m. on Saturdays (other than Bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance.

b) THE COMPANY agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) above; in such event Bank shall pay to THE COMPANY an additional charge calculated on the basis of the hourly rate for providing maintenance service to equipment similar to that

covered by this Agreement, subject to such hourly rate being comparable or lesser than the rates on the equivalent terms offered by THE COMPANY to any of its customers at the material time.

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

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

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



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

g) Preventive Maintenance : THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month 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 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 part 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.

#### 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 circumstance 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 03 months, from the date of occurrence of such act, it shall be open to either party to rescind this contract by giving 01 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 non-disclosure 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 proceedings directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

**10. BUSINESS TERMINATION:**

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



further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

**11. TERMINATION OF THIS AGREEMENT:**

- 11.1 This Agreement may be terminated by either party in any of the following circumstances:
- a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.
  - b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
  - c) Under the provision of clause 2.4 of this Agreement.
  - d) Under the provision of clauses 4.1 and/or 10 of this Agreement.
  - f) By giving one month's notice of such termination to the other by either of the parties to this Agreement.

**12. ARBITRATION:**

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

**13. PAYMENT:**

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

**14. GENERAL:**

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED 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: B

### EQUIPMENT LIST AND CHARGES

Equipment:

Periodical Charges : Quarterly  
Payable at the end of quarter.

(Description of all the components  
Of the computer/electronic equipment  
To be given here)

Rs.

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

### TERMS OF INVOICES SUBMITTED BY THE COMPANY.

In case of Quarterly charges to be paid by Bank –

THE COMPANY shall submit to Bank their invoices for payment of the above periodical charges on completion of each period during the term of this Agreement. Such invoices shall be payable by Bank within 10 days of receipt (subject to the provision of clause 3.6 of this Agreement).

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED 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)**

