



ZONAL OFFICE AHMEDABAD

Central Bank Of India

“Request For Quotation (RFQ)”

Reference Number ZO:AHME:ZCC:2021-22:33

Dated : 29/11/2021

*For Annual Maintenance Contract
for
the Hardware and Peripherals installed at various departments of
Zonal Office, Central Bank of India,
Lal Darwaja, Ahmedabad*

Notice of Invitation to Request For Quotation (RFQ)

Central Bank of India, Zonal Office, Ahmedabad invites Quotation from AMC vendors for third party Annual Maintenance Contract of computer hardware & peripherals for the period from 01/01/2022 up to **31/12/2022**. This offer is for maintenance of Hardware at various departments / sections viz. Audit Office/Computer Lab/NAP, Zonal Office and ZSTC etc., of Ahmedabad Zonal Office as per **Annexure-I** . **Quantity mentioned herewith is only tentative and may vary depending upon actual numbers.**

Last Date and Time for receipts of Request For Quotation offer is 7th December 2021, 3-00 PM.

B. General Terms and Conditions

1. Bank reserves the right to issue addendum(s) or amendment(s) to any condition/specification/ schedule to all bidders before the date of submission. Quotations submitted by the bidder shall be deemed to cover the effect of such addendum(s) / amendment(s) issued and such addendum (s) / amendments (s) duly signed by the bidder shall be submitted along with the Quotations.
2. Bids shall remain valid up to 31st December 2021 after the date of bid opening prescribed by the Purchaser. A bid valid for shorter period shall be rejected by purchaser as non responsive. Bank reserves the right to continue / increase the period of AMC on same terms and conditions for further period of one year considering the performance, services rendered by the Vendor.
3. All the prices quoted by the vendor shall be in Indian Rupees, firm and not be subject to any price escalation.
4. For the purpose of the present job, a single stage bidding process will be followed. **Bidder will have to submit the Bid in Two sealed envelopes (Technical and Commercial) , duly superscripting "Quotation for 3rd party AMC rates for Hardware & Peripherals"**. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
5. The Bank will not be bound to accept the lowest quotation and reserve the right to accept or reject any or all quotation without assigning any reasons whatsoever. Decision of the Purchaser in this regard shall be final and binding on the bidders.
6. The quantities of various items mentioned in **Annexure-I** are indicative and there could be variations with the actual numbers.
7. The parts replacement will either be new parts or equivalent to new parts.
8. All maintenance / repairs shall be attended by the vendor or authorized personnel of the vendor.
9. The vendor shall maintain adequate spare machines and other spares at site to facilitate any temporary replacement.
10. The Computer Systems / machines shall continue to remain covered during transit as well as at the new location, when moved for maintenance or for any other purpose with the knowledge of the vendor.

11. In case the Computer Systems / machines are moved for the purpose of maintenance, such costs / charges shall be borne by the vendor.
12. In case of scheduled equipment being shifted to any other locations maintenance shall continue to be applicable.
13. In case of any up-grade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.
14. Bank may replace the scheduled equipment under maintenance and also may purchase new components. In case of such replacements, if any, the payment for the remaining System / Equipments will be made on pro rata basis.
15. In case within the contract period, for any reasons, the systems under maintenance are disposed off by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.
16. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period.
17. The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction / interpretation thereof shall be that of the appropriate Court in Ahmedabad. The jurisdiction of any other Court other than Ahmedabad is specifically excluded.
18. Bidder has to submit non-refundable document fees of Rs. 200/- (Rupees two Hundred only) by means of Demand Draft in favour of "Central Bank of India Zonal Office Ahmedabad"

C. Scope of the work.

- i) Installation of operating systems (Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), Oracle Server, Oracle client, antivirus packages and other application tools as desired by Bank at client systems.
- ii) Maintain and configuring windows advanced server - Domain controller. Creating and maintaining of users and other related activities under windows server / client operating systems
- iii) The systems support should include the trouble shooting for O.S. (i.e. Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), creating and deleting of network ID, network rights management, configuration management etc. The vendor shall carry out a quarterly Preventive Maintenance (PM) in all the computer systems and systems accessories included in AMC. Bank will not make payment if contractor default PM during quarter.

- iv) AMC contract will also include updating of antivirus software, up gradation of OS in desktop as well as server and other software updation as per bank need wherein the media & necessary updates will be provided by the Bank.
- v) This AMC shall consist of preventive and corrective maintenance of the Computer Hardware and will include supply and replacement of unserviceable parts, at vendor's own cost.
- vi) All parts of Computer systems, Laser Printers / DeskJet Printers / Dot Matrix Printers (Printer cables, Printer Knobs, Printer heads, Paper Guide, Power codes, cables, Power adapter, I/O lets, Network equipment's, drums, Laser Printer fuser Assembly set, Paper tray(s), all plastic parts etc.) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.
- vii) The Vendor shall keep sufficient spare parts like Hard Disk, Mother Board, Memory, Printer Parts, Key Board, Mouse etc., as standby spare in our Office (preferably at Zonal Computer Centre). The Contractor required to maintained 5% stock of hardware for adhoc need (Standby) during AMC for Bank (at Bank Premises) .
- viii) The vendor has to visit Bank's Zonal Office Building located at Lal Darwaja, Ahmedabad and with the coordination of Zonal Computer Centre, take an inventory of Hardware & Peripherals as per AMC awarded and discrepancies, if any, should be brought to the knowledge of Zonal Computer Centre in writing with in a period of one week from the date of commencement of AMC period.
- ix) The Vendor have to depute permanent resident engineer on all working days at ZO Ahmedabad at Vendor's own cost and expenses which should be included in AMC rate in Annex-II .
- x) The vendor shall arrange monthly visit of their Area Manager and Regional Manager with Officials of Zonal Computer Centre, Ahmedabad.

D. Uptime Guarantee

1. The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 99% of the time in every month
2. The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement
3. The normal working hours of the Bank are from 9.45 a.m. to 5.45 p.m. on all week-days, and from 9.45 a.m. to 5.45 p.m. on 1st, 3rd & 5th Saturdays
4. The vendor do hereby undertakes to attend break-down calls on the same working day. Calls should be attended and completed within 24 hrs.
5. In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs
6. The vendor shall be liable to **pay penalty** as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

i)	Servers	Rs. 2,000/- (Max Rs.10000)
ii)	PC/Desktop	Rs. 200/- (Max Rs.1000)

iii)	Laptop	Rs. 500/-	(Max Rs.2500)
iv)	Line-Printers	Rs. 400/-	(Max Rs.2000)
v)	Other printers / Scanner	Rs. 200/-	(Max Rs.1000)

In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank from the vendor in addition to the penalty to be levied for the delay.

E. Terms of Payment

- The Bank shall pay amount per unit of Computer hardware / peripherals, towards AMC charges for the maintenance of the Computer Hardware / peripherals as per actual number of Hardware & Peripherals. Indicative quantities of various items have been mentioned in **Annexure-I**.
- Vendor has to execute the AMC agreement with the Bank (Zonal Office level) without any exception within 15 days from the acceptance of Annual Maintenance Contract order. A copy of agreement is annexed to this document (Annexure-VII). No deviation from the terms and condition given in AMC agreement is acceptable to the Bank.
- Payment of Maintenance charges will be paid by the Bank on quarterly basis after completion of respective quarter based on actual inventory in various Departments and Sections of Zonal Office. No payment will be released in absence of AMC agreement and/or a Performance Bank Gurantee (PBG). The vendor has to submit PBG for an amount of 10% of total AMC value with claim period upto 31st March 2023
- The vendor shall draw invoices for payment of quarterly maintenance charges.
- No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- Maintenance charges payable by the Bank are exclusive of all duties, taxes etc. The payment would be made after deducting necessary taxes applicable, if any.
- Except the payments mentioned in this para, no other payments are payable by the Bank to the vendor.

F. Termination

- Bank reserves the right to discontinue the Annual Maintenance contract for maintenance of equipments at one-month notice. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice of 1 Month.
- Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period.

G. Confidentiality

1. The vendor shall not divulge to any person including other divisions, subsidiaries or groups of the vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communications and strictly confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the vendor and he shall be liable for further damages.
2. The vendor shall not encourage or partake in any form of software piracy during the contract period.
3. The vendor shall take all possible precautions to prevent the introduction of any proliferation of any forms of network hacking at BANK.
4. The vendor shall not take BANK as reference to their prospectus or clientele for any purpose.

H. TOTAL COST OF AMC

Total cost of AMC should be arrived as per Annexure-II . The Vendor have to depute permanent resident engineer at ZO Ahmedabad. (Refer page 4, clause IX). Costing should be included in AMC rate in Annex-II .

I. ELIGIBILITY CRITERIA FOR AWARDED AMC

Technical Qualification Criteria (Annexure-V)

1. The vendor submitting the offers should have **Annual turnover of Rs.1 Crore in Computer Hardware business per year in the last two financial years, as per the audited balance sheet available at the time of submission of tender.** This must be the individual Company's turnover and not that of any group of Companies.
2. The vendor should have provided computer hardware support **to at least two Banks during last 3 financial year.** The relevant **"satisfactory service support certificate"** should be obtained from Banks and should be submitted along with the tender
3. **The vendor should have support center at Ahmedabad**
4. **The vendor should not be blacklisted by any organization/institute/company/etc during last 3 year (Self declaration on companies letter head should be provided)**

Commercial Criteria

L-1 bidder will be decided on the basis of the total Cost of AMC amount as per annexure-II. Negotiation may be done if necessary, with L1 vendor. Decision of Bank in respect of evaluation of bids and/ or award of contract will be final.

J. DOCUMENTS TO BE SUBMITTED

Documents required in Techno Commercial Bid.

1. Request for Quotation Covering letter as per Annexure-III
2. Letter of undertaking as per Annexure-IV
3. Compliance Statement & Acceptance of the terms and conditions as per Annexure-V
4. Address Details along with contact Numbers of the Vendor as per Annexure-VI
5. Self declaration on company letter head with authorized sign & seal regarding non-blacklisting should be provided as per Annexure-VIII
6. Non-refundable document fees of Rs. 200/- through Demand Draft as mentioned above (clause B.18)

[Bidder will have to submit the Bid in two sealed envelopes (Technical and Commercial), duly superscripting "Quotation for 3rd party AMC rates for Hardware & Peripherals"]

Annexure-I**DETAILS OF THE HARDWARE & PERIPHERALS FOR
MAINTENANCE CONTRACT**

Total Server /GWPC	Total Desktop PC	Laptop	Laser Printer	Multi-Function Printer (Scan/copy/Print)	Scanner
2	54	2	20	2	3

Annexure-II**TOTAL COST OF FULL YEAR ANNUAL MAINTENANCE
CONTRACT***(All amounts in Indian Rupees)*

Sr. No.	Item of Hardware	No. of Units	AMC charges per Unit (Rs.) (excl. applicable taxes)	Total amount of AMC for H/W item (Rs.) (excl. applicable taxes)
		(A)	(B)	C = (A) * (B)
1	Server / GWPC*	2		
2	Desktop PC	54		
3	Laptop	2		
4	Laser Printers	20		
5	MFP (Multi-function Printers)	2		
6	Scanner	3		
	Total **			

Charges quoted above have to be exclusive of applicable taxes

* GWPC configuration same as desktop PC

** The Vendor have to depute permanent resident engineer at Bank's Zonal Office Ahmedabad. Costing towards resident engineer should be included in AMC rate

REQUEST FOR QUOTATION COVERING LETTER

To

**Field General Manager
Central Bank of India
9th Floor, ZCC, Central Bank Building,
Lal Darwaja,
Ahmedabad 380001**

Sir,

Reg.: Our Quotation for Third Party AMC for Computer Peripheral/Hardware.

We submit herewith our Commercial Quotation Document.

We understand that:

- 1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.**
- 2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.**
- 3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.**
- 4. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.**

Dated at _____ this _____ day of _____ 2021.

Yours Faithfully

For _____

Signature: _____

Name: _____

LETTER OF UNDERTAKING

To

**Field General Manager
Central Bank of India
9th Floor ,ZCC, Central Bank Building,
Lal Darwaja,
Ahmedabad 380001**

Sir,

**Reg.: Our Quotation for Third Party AMC for Computer Peripheral / Hardware -
Undertaking of Authenticity for components / parts / assembly.**

Ref : RFQ ZO:AHME:ZCC:2021-22:33, dated 29th November 2021

With reference to our bid for Third Party AMC for Computer Peripheral Hardware being quoted vide your RFQ notice cited above, we hereby undertake that all the components / parts / assembly / software will be used for maintenance of computer peripheral shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts assembly / software are being used or shall be used. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware including Software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

**Signature
Designation
Seal of Company
Date & Place:**

COMPLIANCE STATEMENT**DECLARATION**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender.

Business detail			(Amt in Crore)
Name of Company	Turnover (2019-20)	Turnover (2020-21)	Profit/Loss

Attach supported document (Balance sheet)

AMC provided at				
Sr. No.	Bank Name	Service Period		Remarks, if any

Attach supported document (Banks certificates)

Support Center Detail	
Company Name	Address of Support Center at Ahmedabad

We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this tender. (Any deviation may result in disqualification of bids).

Seal & Signature of Bidder

Address Details along with contact Numbers (Tel.no, email-ids) of the Vendor

Registered Address of the Vendor	
Local Office /Branch Office Address at Ahmedabad	
Contact Details of the vendor along with Escalation matrix	

Signature & Seal of Company

AGREEMENT

This agreement is executed at Ahmedabad on this ____ day of _____ 20__, between Central Bank of India, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Chander Mukhi, Nariman Point, Mumbai-400021 (hereinafter referred to as the “Bank” which expression shall include its executors, administrators and assigns) of the ONE PART and Company/partnership firm consisting of _____ and _____ as its partners (hereinafter referred to as the “Contractor”, which expression shall include the executors, administrators and assigns and also the heirs of partners), as the case may be, having its Register Office/Office, as the case may be, at Of the OTHER PART.

WHEREAS the Bank is desirous of entering into a Comprehensive Annual Maintenance Contract (hereinafter referred to as “AMC”) for the Computer Systems/printers/machines (more elaborately described in the Schedule hereunder mentioned) for a period of _____ 2022 to _____ 2022.

AND WHEREAS the Contractor has submitted its proposal to provide such Maintenance service to the Computer Systems/machines of the Bank, and also represented to the Bank that they have the necessary expertise and experience in making available such maintenance service.

AND WHEREAS the Bank has accepted the proposal of the Contractor for AMC for Maintenance service to the Computer Systems/machines of the Bank, subject to the terms and conditions mentioned here in under.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE FOLLOWING:

1. SCOPE:

- i) Installation of operating systems (Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), Oracle Server, Oracle client, antivirus packages and other application tools as desired by Bank at client systems.
- ii) Maintain and configuring windows advanced server - Domain controller. Creating and maintaining of users and other related activities under windows server / client operating systems
- iii) The systems support should include the trouble shooting for O.S. (i.e. Windows 10, Windows 8, Windows 7, Windows 2008 server, Windows 2010 server, Windows 2016 server, Linux, etc), creating and deleting of network ID, network rights management, configuration management etc. The vendor shall carry out a quarterly Preventive Maintenance (PM) in all the computer systems and systems accessories included in AMC. Bank will not make payment if contractor default PM during quarter.
- iv) AMC contract will also include updating of antivirus software, upgradation of OS in desktop as well as server and other software updation as per bank’s need wherein media & necessary updates will be provided by the Bank.
- v) This AMC shall consist of preventive and corrective maintenance of the Computer Hardware and will include supply and replacement of unserviceable parts, at vendor’s own cost.
- vi) All parts of Computer systems, Laser Printers / DeskJet Printers / Dot Matrix Printers (Printer cables, Printer Knobs, Printer heads, Paper Guide, Power codes, cables, Power

adapter, I/O lets, Network equipment's, drums, Laser Printer fuser Assembly set, Paper tray(s), all plastic parts etc.,) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.

- vii) The Vendor shall keep sufficient spare parts like Hard Disk, Mother Board, Memory, Printer Parts, Key Board, Mouse etc., as standby spare in our Office (preferably at Zonal Computer Centre). The Contractor required to maintained 5% stock of hardware for adhoc need (Standby) during AMC for Bank (at Bank Premises) .
- viii) The vendor has to visit Bank's Zonal Office Building located at Lal Darwaja, Ahmedabad and with the coordination of Zonal Computer Centre, take an inventory of Hardware & Peripherals as per AMC awarded and discrepancies, if any, should be brought to the knowledge of Zonal Computer Centre in writing with in a period of one week from the date of commencement of AMC period.
- ix) The Vendor has to depute permanent resident engineer on all working days at ZO Ahmedabad at Vendor's own cost and expenses
- x) The vendor shall arrange monthly visit of their Area Manager and Regional Manager with Officials of Zonal Computer Centre, Ahmedabad.

Other Terms & conditions :

1. Any parts replacement will either be new parts or equivalent to new parts.
2. All maintenance / repairs shall be attended by the vendor or authorized personnel of the vendor.
3. The Computer Systems / machines shall continue to remain covered during transit as well as at the new location, when moved for maintenance or for any other purpose with the knowledge of the vendor.
4. In case the Computer Systems / machines are moved for the purpose of maintenance, such costs / charges shall be borne by the vendor.
5. In case of scheduled equipment being shifted to any other locations maintenance shall continue to be applicable.
6. In case of any up-grade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.
7. Bank may replace the scheduled equipment under maintenance and also may purchase new components. In case of such replacements, if any, the payment for the remaining System / Equipments will be made on pro rata basis.
8. In case within the contract period, for any reasons, the systems under maintenance are disposed off by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.
9. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period.
10. The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction / interpretation thereof shall be that of the

appropriate Court in Ahmedabad. The jurisdiction of any other Court other than Ahmedabad is specifically excluded.

2. Uptime Guarantee

- 2.1 The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 99% of the time in every month
- 2.2 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement
- 2.3 The normal working hours of the Bank are from 9.45 a.m. to 5.45 p.m. on all week-days and all Saturdays except 2nd and 4th Saturdays of a calendar month
- 2.4 The vendor do hereby undertake to attend break-down calls on the same working day. Calls should be attended and completed within 24 hrs.
- 2.5 In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs
- 2.6 The vendor shall be liable to **pay penalty** as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

i)	Servers	Rs. 2,000/- (Max Rs.10000)
ii)	PC/Desktop	Rs. 200/- (Max Rs.1000)
iii)	Laptop	Rs. 500/- (Max Rs.2500)
iv)	Line-Printers	Rs. 400/- (Max Rs.2000)
v)	Other printers / Scanner	Rs. 200/- (Max Rs.1000)

In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank from the Vendor in addition to the penalty to be levied for the delay.

3) Terms of Payment

- The Bank shall pay amount per unit of Computer hardware / peripherals, towards AMC charges for the maintenance of the Computer Hardware / peripherals as per actual number of Hardware & Peripherals. Indicative quantities of various items have been mentioned below :

Sr. No.	Item of Hardware	No. of Units	AMC charges per Unit (Rs.) (excl. applicable taxes)	Total amount of AMC for H/W item (Rs.) (excl. applicable taxes)
		(A)	(B)	C = (A) * (B)
1	Server / GWPC*	2		
2	Desktop PC	54		
3	Laptop	2		
4	Laser Printers	20		
5	MFP (Multi-function Printers)	2		
6	Scanner	3		
	Total **			

- Payment of Maintenance charges will be paid by the Bank on quarterly basis after completion of respective quarter based on actual inventory. No payment will be released in absence of AMC agreement and/or a PBG.
- The vendor shall draw invoices for payment of quarterly maintenance charges.
- No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- Maintenance charges payable by the Bank are exclusive of all duties, taxes etc. The payment would be made after deducting necessary taxes applicable, if any.
- Except the payments mentioned in this para, no other payments are payable by the Bank to the vendor.

4) Termination

- Bank reserves the right to discontinue the Annual Maintenance contract for maintenance of equipments at one-month notice. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice of 1 Month.
- Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period.

5) Confidentiality

- 5.1 The vendor shall not divulge to any person including other divisions, subsidiaries or groups of the vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communications and strictly confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the vendor and he shall be liable for further damages.
- 5.2 The vendor shall not encourage or partake in any form of software piracy during the contract period.
- 5.3 The vendor shall take all possible precautions to prevent the introduction of any proliferation of any forms of network hacking at BANK.
- 5.4 The vendor shall not take BANK as reference to their prospectus or clientele for any purpose.

6) DURATION OF CONTRACT:

- 6.1 This contract shall be valid and remain in force for a period commencing from 01-January-2022 to 31-December-2022 (both days inclusive).
- 6.2 Upon expiry of the period of this contract, the same may be renewed for a further period of one year and upon such terms and conditions as may be mutually acceptable to the Bank and Contractor, and also subject to the para 6.3 mentioned hereunder.
- 6.3 If the contractor wants to renew the period of this contract, then it shall, by giving two months prior notice before the expiry of this contract, expresses its desire to renew the contract.

- 6.4 Bank reserves the right to discontinue the Annual Maintenance contract for maintenance of equipment at one-month notice. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.
- 6.5 Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period

7) CARE OF THE EQUIPMENT:

- 7.1 The computer system/printers/machines should be used by the bank in accordance with the specifications specified in the user manual.
- 7.2 The Bank shall give the contractor full access to the Computer system/printers/machines to enable the contractor to provide comprehensive maintenance service.
- 7.3 The bank shall provide suitable working space/facilities to the contractor for storage of maintenance equipment, spare parts and spare machines for our requirements.
- 7.4 The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 98% of the time in every month

8) MOVEMENT OF EQUIPMENT:

- 8.1 No equipment shall be moved from the place of installation to any other location, except by the contractor or with the information to the contractor.
- 8.2 All costs/charges in respect of moving the Computer Systems/machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines is moved for the purpose of maintenance, such costs/charges shall be born by the contractor.
- 8.3 Maintenance charges, as per clause 11 hereunder, shall be paid by the Bank for all the Computer Systems/machines mentioned in the schedule hereunder, irrespective of the fact that any one or more Computer Systems/machines are moved by the contractor for providing maintenance service as per this contract.
- 8.4 The obligations of both the Bank and contractor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines.

9. EXEMPTIONS:

- 9.1 If any major upgradation of any one or more Computer Systems/printers/machines is done by the Bank, without the consent of the contractor, then for those Computer Systems/printers/machines the contractor's liability under this contract ceases.
- 9.2 If any work done by the Bank external to the Computer Systems/machines, such as attachments etc., then for that attachment the contractor's liability under this contract ceases.
- 9.3 The liability of the contractor, under this agreement, to render maintenance service to Computer Systems/machines does not extend to:
 - a) Any electrical wiring external to the Computer Systems/machines.
 - b) Any repair of malfunction or damage due to accident, transportation neglect, failure of or use of non-standard electrical power, air-conditioning or parts.
 - c) Furnishing rubber parts and consumable like paper stationery, print bands, platens, ribbons, floppy diskettes, magnetic tapes & cartridges, Suppliers painting or refurbishing the machines or making specification changes.
- 9.4 If any one or more Computer Systems/printers/machines needs maintenance service of the contractor resulting only due to work of alteration in the machine done by persons other than the personnel of the contractor, then for that Computer Systems/machines the contractor's liability under this contract ceases.
- 9.5 The liability of the contractor under this contract does not include rendering any service which poses a safety or health hazard.

10. PURVIEW OF THIS CONTRACT:

It is specifically stated that, apart from what is stated in other clauses of this agreement, this AMC

10.1 The cost of Replacement/Repairs of Printer Head.

10.2 Any maintenance of normal system related software.

11. PAYMENT OF CHARGES:

11.1 The Bank shall pay, as per approved unit rates and actual number of hardware / peripherals being used under this contract

11.2 Payment of Maintenance charges commences from the date of execution of this agreement.

11.3 Maintenance charges will be payable at the end of the quarter i.e. quarterly basis

11.4 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.

11.5 The contractor shall draw invoices for payment of quarterly maintenance charges.

11.6 Maintenance charges payable by the Bank under this para are inclusive of all duties, taxes etc.

11.7 Changes or additions in Computer Systems/printers/machines features may result in change in minimum maintenance charges, which will have to be finalized with the mutual discussions.

11.8 Except the payments mentioned in this para, no other payments are payable by the Bank to the contractor.

12) OBLIGATIONS OF THE CONTRACTOR:

Notwithstanding anything contained in this agreement, the contractor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

i)	Servers	Rs. 2,000/- (Max Rs.10000)
i)	PC/Desktop	Rs. 200/- (Max Rs.1000)
ii)	Laptop	Rs. 500/- (Max Rs.2500)
iii)	Line-Printers	Rs. 400/- (Max Rs.2000)
iv)	Other printers / Scanner	Rs. 200/- (Max Rs.1000)

In case of delay / inability of the contractor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank in addition to the penalty to be levied for the delay.

13. ASSIGNMENT:

The rights, liabilities and obligations as per the terms and conditions of this agreement are non-transferable and any transfer/assignment of the same can be done by either party only with the prior consent of the other party.

14. TERMINATION:

This contract may be terminated by either party to the contract by giving one month due notice, and in which case maintenance charges payable, as per para 11 above, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the contractor provided the maintenance service.

15. FORCE MAJEURE:

15.1 The contractor shall not be liable for any loss, damage, injury or delay which is due to fault or causes beyond the control of the contractor or force majeure (but subject to all other clauses of this agreement) such as acts of god, government direction, Riots, War, Civil commotion, sabotage, fires, lightening, floods, earthquakes, explosions or other catastrophes, epidemics, quarantine, restrictions, strikes, lockouts, and other labour troubles, embargoes, theft of material of the contractor, or other transportation delays beyond the control of the contractor.

15.2 In the circumstances mentioned in para 15.1, the contractor shall not be liable for any loss of profit, consequential damages or any claim or demand by the Bank or by any other party, even if the contractor has been advised by the Bank of the possibility of such damages.

16. ARBITRATION:

16.1 Both parties agree that if any dispute, difference, claim or any other question involving or arising out of this agreement, same may be resolved peacefully among themselves. If the parties are not able to resolve any such dispute, difference, claim or any other question involving or arising out of this agreement, among themselves, then same may be referred to a sole arbitrator to be appointed by mutual consent, and the arbitration proceeding shall be conducted in English & in accordance with Indian Arbitration and Conciliation Act, 1996. However, if either party wants to obtain any interim protection from a competent Court of law, till the appointment of and obtention/rejection of such orders by the sole arbitrator, then they are at liberty to do so.

16.2 Subject to para 16.1, both the parties agree that the Courts of Mumbai shall have an exclusive jurisdiction to try and decide any dispute, difference, claim or any other question involving or arises out of this agreement between the parties to this agreement, and further agree that this agreement is governed and construed as per the laws of Republic of India

17. GENERAL:

17.1 Both the parties hereby agree that any notice to be served (as per the terms and conditions of this agreement) on either party may be sent by Registered Post Acknowledgment due or by courier service, or by Fax.

17.2 This agreement together with any attachments herewith signed by both parties shall constitute the entire binding contract between the Bank and the contractor. The terms and conditions of this agreement shall prevail notwithstanding any terms and conditions in oral agreement or in any other documents unless specifically agreed upon in writing and attached herein. Further any variation of the terms and conditions of this agreement shall be in writing by way of supplemental agreement.

17.3 Both the parties agrees that, nothing in this agreement shall be construed as establishing or implying any relationship of (i) employer & employee, (ii) Agency, or (iii) Partnership, either between the contractor and the Bank or between the personnel of the Contractor and the Bank, as the case may be.

17.4 The contractor hereby agrees that any duties and obligations, liabilities etc., that may be imposed by Contract Labor Act or any other labor laws in force, for employment of any person by & on behalf of contractor for rendering the maintenance service as per this agreement, are to be exclusively complied by the contractor himself and hence Bank is not liable for the same.

IN WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES & SEAL ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

FOR AND ON BEHALF OF M/S _____
Sd/-

(_____)
contractor.

FOR AND ON BEHALF OF CENTRAL BANK OF INDIA

Sd/-
(Mr/Mrs _____)
Bank.

Format for undertaking, to be furnished on company letter head with regards to blacklisting/Non-Debarment by organization.

UNDERTAKING REGARDING BLACKLISTING/ NON- DEBARMENT

To

**Field General Manager
Central Bank of India
9th Floor ,ZCC, Central Bank Building,
Lal Darwaja,
Ahmedabad 380001**

Sir,

We hereby confirm and declare that we, M/s _____
is not blacklisted/ de-registered/ debarred by any Government department/ Public sector
undertaking/ Private Sector/ institute/ or any other agency during the last 3 years.

For _____

Authorised Signatory with Seal

Date: