



**निविदा प्रपत्र**  
**निविदा संदर्भ संख्या : क्षेत्र/आरसीसी/टेंडर/२०२२-२३/०१**

**दिनांक : २३/११/२०२२**

सेन्ट्रल बैंक ऑफ़ इंडिया, क्षेत्रीय कार्यालय, जबलपुर अपनी शाखाओं/प्रशासनिक कार्यालयों से संबंधित कम्प्यूटर हार्डवेयर एवं संबंधित उपकरणों हेतु वार्षिक रखरखाव करार (अंतराल दिनांक ०१.०१.२०२३ से दिनांक ३१.१२.२०२३ तक) हेतु निविदाओं को आमंत्रित करता है।

*निविदा शुल्क ५०००/- रुपये*

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**Tender Document**  
**Tender Reference Number : RO/RCC/TENDER/2022-23/01**

**Dated 23/11/2022**

*For Annual Maintenance Contract for  
The period 01.01.2023 TO 31.12.2023 for*

*Computer Hardware and Peripherals installed at various Branches &  
Administrative offices of  
Central Bank of India, in JABALPUR Region*

*Tender Document cost Rs 5000/-*

**TENDER FOR AMC OF COMPUTER HARDWARE ITEMS**

Central Bank of India through its Regional Office at Jabalpur invite sealed tenders on item rate basis from interested vendors for Annual Maintenance Contract of Computer Hardware Items installed at various branches/offices of Bank's Regional

office at Jabalpur in the districts of Jabalpur, Mandla and Katni. List of branches mentioned in “ANNEX-E” and Total Hardware items mentioned in “ANNEX-D”.

The number of hardware items may be increased or decreased at the time of contract or even during the period of AMC which may be included or excluded from the list and the location of the equipment may also be changed. The AMC vendor shall include these items under the AMC on being informed by the Bank.

### **Eligibility of vendor for Tender:**

The Vendor must have one service center at Jabalpur and other service Centre's at Mandla and katni for fast and effective service support. Full Address proof of service support office should be produced such as PAN, Tax receipt, Certificate of registration like Shop & Establishment, Service Tax/Sales Tax/VAT/LBT/ GST etc.

The vendor must have at least one qualified Service support engineers at each Centre as above. For Jabalpur, additional one qualified Service support engineer is required who will sit at Regional Office as Resident Engineer. Branch support Proof of appointment and residential address for verification stating their eligibility is to be submitted.

The vendor must have a minimum turnover of Rs.5.00 crore p.a. (As per last Audited Annual Financial Statement/Income tax returns - to be enclosed). The criteria may be relaxed by 20% (i.e. up to Rs.4 crore per annum) for vendors giving satisfactory services at present and for vendors who are already supplying Hardware to our Bank, solely at the discretion of the bank.

The vendor should have at least 5 years' experience of undertaking Annual Maintenance Contract in PSU Banks / Financial Institutions handling over 1000 Computers / Peripherals.

The vendor should not have been blacklisted by any Public Sector Bank/PSU/Government Department in the past.

The vendor should submit an ISO 9001 quality standard certificate in respect of rendering of services.

The vendor will have to provide a list of engineers who will perform the job along with their resume and qualifications who are on their role. The Tender document may be obtained from our Regional Office, Jabalpur or may be downloaded from website of the Bank i.e. [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).

The price of tender document shall be Rs.5000.00 (non-refundable) and payable by means of DD/Pay slip in favor of Central Bank of India, JABALPUR REGIONAL OFFICE, payable at Jabalpur.

The following Annexures are part of the Tender documents:

Technical Qualification	Annexure - A
Earnest Money Deposit	Annexure – B
Price proposal	Annexure – C
AMC Rates offer Format	Annexure – D
List of the branches & Location	Annexure – E

NOTE : Annexure-F is enclosed for the contract/agreement after award of the contract to the successful bidder.

Your quotations/Tenders must be in separate, closed & sealed envelopes containing three individual covers as under:

**1. Contents of First sealed cover with Quote” TECHNICAL BID”**

1. Shall contain the covering letter as per “Annexure A” Technical Qualification. Contract and Hardware list should be attached to Annexure E.
2. Letter from the vendor giving details of 5 Yrs. experience in performing maintenance job with certificate from reputed corporate, institutions, etc. acceptable to Bank.
3. Certificate of registration like Shop & Establishment, Service Tax/Sales Tax/VAT/LBT/GST etc. Electric bill, telephone bill for confirmation of service support office or franchisee and address acceptable to Bank.

4. List of Service Centre's and its address with engineer's name, their Qualification, residential address and mobile number.
5. Certified Copy of last audited Annual Financial Statement towards proof of annual turnover.
6. Any other information about vendor to establish his credibility/eligibility.
7. DD/Pay slip for Rs.5000/ towards cost of Tender Document which is non-refundable.

## **2. Contents of Second sealed cover with Quote" FINANCIAL BID"**

1. Shall contain the covering letter as per "Annexure C" Price proposal. Annexures D and E should be attached to Annexure C.
2. Annexure E signed on each page in token of acceptance of AMC offer for item with location of its existence.
3. Item wise AMC rate offer in Annexure-D.

## **3. Contents of Third sealed cover with Quote" EARNEST MONEY DEPOSIT"**

1. Shall contain the covering letter of Deposit as per "Annexure B" Earnest Money Deposit.
2. Earnest Money Deposit (EMD) in the form of a Demand Draft/Pay order of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of Central Bank of India, JABALAPUR REGIONAL OFFICE, payable at Jabalpur.
3. In case of successful bidder, he has to submit performance Bank Guarantee equal to 10% of total amount of the contract value for contract period with additional claim period of 3 months, in 10-15 days of release of Purchase Order by the bank.

Note:-

PLEASE NOTE Vendors who are claiming exemptions for tender fee and EMD they shall submit relevant certificates issued by competent authority along with the

technical bid. After verifying the genuineness of the certificate bank may consider the technical bid. Consideration of exemption is sole discretion of the Bank.

1. The vendor must quote AMC rate for each and every item.
2. The bid must be accompanied by the cost of tender & Earnest Money deposit (EMD), failing which, the bids will not be analyzed technically & rejected forthwith.
3. The first cover titled TECHNICAL BID should contain all the documents listed under it and should NOT contain any commercial offer or information related with the tender.
4. Technical and Financial bids should be in clear words, categorically mentioning each and every term specifying the rates, etc. any kind of ambiguous / obscure / unclear terms may lead to the bid being disqualified. All the pages of the Tender document should be signed invariably. The bidder/his authorized representative should invariably be present on the date of opening the Technical Bid to take spot decisions in the matter. The Bank reserves the right to reject the bids in the absence of authorized representatives of the bidders.
5. The Technical Bids will be evaluated as per eligibility criteria. The decision of the Bank with regard to the pre-qualification criteria will be final. The Financial bids of only those vendors who qualify in the Technical bid shall be opened.
6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the successful bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. All the columns against each item should be filled invariably. In case a particular item is left blank, then the highest amount quoted against such item shall be filled and the total amount calculated. The rank of the vendor shall be decided as per the total amount calculated in this manner.
7. Central Bank of India, reserves the right to accept or reject any or all bids without assigning any reason thereof. Bank's decisions in this regard shall be final and binding.

8. Vendors who have not satisfactorily completed any of the earlier contracts with Central Bank of India or if any time it is found that the information provided by the VENDOR is false the Bank reserves the right to revoke the contract with such vendors. Banks decision in this regard will be final.

9. The Bank reserves the right to accept or reject any or all the Tenders or split the work to any other contractor at the time of issuing work order or during the contract period without assigning any reasons for doing so in terms of CVC Guideline in proportion to 60:40 b/w L1 & L2.

10. The EMD will be returned to unsuccessful bidder after the process is over.

11. The vendor on award of the contract will have to deposit an amount of 10% of cost of AMC(rounded off to nearest hundred) OR submit Bank guarantee of equal amount from nationalized bank with validity up to AMC period in 10-15 days from the date of award of the Contract.

12. The successful bidder will have to enter into a written contract with the Bank in the format mentioned in the Tender on an Rs.500/- in two sets (each set with Rs-500 stamp) on Non-judicial stamp paper within 10-15 days of being declared successful.

Please write on the envelopes in BOLD letters “Tender for Annual Maintenance Contract for Computer Hardware” and submit at the following address:

The Regional Head, CENTRAL BANK OF INDIA, Jabalpur Regional office (Information Technology Department) 2<sup>nd</sup> Floor, Opposite South Avenue Mall, Gwarighat Road, Polipather, Jabalpur -482008.

LAST DATE: 15/12/2022, 1700 Hrs.

Opening of Technical Tenders: 19/12/2022 time: 15:30 Hrs.

Opening of Price Tenders: 23/12/2022 time: 15:30 Hrs.

Place: Jabalpur

Date: 23/11/2022

## ANNEXURE A

### TECHNICAL BID

#### Part – 1

#### Basic Information

Sr.No	Details Required	Details to be furnished by Bidder
1	Name of the Applicant and address of the Registered office	
2	Date and Year of establishment (Enclose documentary evidence)	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Co-operative body etc.)	
4	Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers. (a) (b) (c) (d)	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number	
6	Whether registered with Government/ Semi-Government/ Municipal Authorities or any other Public Organization and if so, in which class and since when?	
7	No. of years of experience in the relevant field.	
8	Address of office through which the proposed work of the Bank will be handled and the name & designation of the officer in charge.	
9	Adequate and satisfactory evidence to indicate financial capacity of the Applicant to undertake the said works	

	with names of Bankers and their full addresses. (Copy of Income tax Returns for the last three FY's should be attached).	
10	Yearly turnover of the Organization during last 3 years. (year wise) (Enclose copy of audited Balance Sheet of last 3 years)	
11	Number of supplementary sheets attached.	
12	Performance Certificates from previous clients.	
13	Name of the Bankers	
14	Authorized Signatories with name and signature:	
15	Income Tax No. Permanent A/c No Service Tax registration No. VAT registration No. PF registration No. ESIC registration No. Profession Tax registration No. (Encl. Documentary evidence)	
16	Whether any Civil Suit/litigation /Arbitration arisen in the contracts executed during the last 7 years/being executed now, please furnish the details in the proforma given below.	

### **Work capability and previous experience.**

List of important projects completed by the organization during last 7 years costing above Rs.08 Lakh.



Sr. No	Name of the Project and location	Name & full postal address of the Client. Also indicate whether Govt. or Private body with full postal address	Contract Amount (Rs.)	Completion period with dates		Whether work was left incomplete or contract was terminated from either side. Give full details	Whether Performance certificate enclosed with enclosure no	Any other relevant information	Details of Civil Suit/ Litigation/ Arbitration, if any
				Stipulated	Actual				

Please note that all information as per the format should be filled.

Commencement and completion dates should be mentioned.

Performance certificate should be enclosed in the prescribed format along with the details.

- a- List of Service Centre's and its address with engineer's name, their Qualification, residential address and mobile number.

- b- DD/Pay slip for Rs.5000/ towards cost of Tender Document which is non-refundable.
- c- Names of two qualified service support engineers at Jabalpur and one at Kanti and Mandla respectively.
- d- Minimum turnover of Rs.5 Crore per annum same may be relaxed by 20% (i.e. up to Rs.4 crore per annum).
- e- Not blacklisted by any PSU/Bank/Financial Institutions handling over 10000 Computer peripherals.
- f- ISO 9001 Quality Certificate.

## **ANNEXURE B**

### **EARNEST MONEY DEPOSIT**

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

DD/PAY ORDER NO.....

DATE OF DD/P.O .....

ISSUER BANK NAME.....

AMOUNT RS.....

FAVOURING .....

(Authorized signatory)

Seal of the Company/firm

TENDERER'S NAME AND ADDRESS:

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TEL.NOs. \_\_\_\_\_

E-mail \_\_\_\_\_

### **ANNEXURE C**

#### **PROPOSAL FORM (PRICE PROPOSAL)**

(To be included in Price Proposal Envelope)

The Regional Head,  
Central Bank of India,  
Jabalpur Region (Information Technology Department) 2<sup>nd</sup> Floor, Opposite  
South Avenue Mall, Gawarighat Road, Polipather, Jabalapur -482008

Re: Request for Proposal for Annual Maintenance Contract of computer hardware and peripherals installed at various Branches/offices in Jabalpur Regional Office

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute Annual Maintenance Contract, in conformity with the said Proposal documents for the sum of \_\_\_\_\_ (Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to execute the Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Bid Document.

If our Proposal is accepted, we will submit 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 the Bank has the complete and absolute right to accept or reject any proposal at its sole discretion.

Dated this ..... day of ..... 2022

(Signature with seal)  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of  
\_\_\_\_\_

## ANNEXURE D

### PROPOSED AMC RATES (Tender dated: 23/12/2022)

SR_NO	Items Name	No. of Items	AMC rates per item (Exclusive of taxes)	Total Amount per item (Exclusive of taxes)
1	Desktop PC (With OS)	276		
2	Dot-Matrix Printer-80 Col.	8		
3	Passbook Printer	62		
4	Laser/Multi-Functional Laser/Deskjet Printer	96		
	<b>TOTAL</b>			

The quantity mentioned above is estimated and not actual quantity. 5-10% quantity may vary.

Before coming into contract, physical asset verification to be done by the vendor on their own cost.

Authorized signatory

Name: .....

Designation: .....

Date: .....

## ANNEXURE E

### LIST OF BRANCHES WITH LOCATION (JABALPUR REGION)

SR_NO	BR_NAME	BR_CODE	DISTRICT
1	BARELA	4168	JABALPUR
2	BELKHEDA	2020	JABALPUR
3	BILHARI	1635	JABALPUR
4	BORIYA	2244	JABALPUR
5	CHARGAWA	2173	JABALPUR
6	DHOBIGHAT	1618	JABALPUR
7	GANDHIGRAM	1770	JABALPUR
8	GANGAI BARKHEDA	2854	JABALPUR
9	GARHA	1471	JABALPUR
10	GCF	3952	JABALPUR
11	GOKALPUR	742	JABALPUR
12	INDRANA	2166	JABALPUR
13	JABALPUR CITY	744	JABALPUR
14	KATANGI	1763	JABALPUR
15	KUNDAM	4258	JABALPUR
16	KUSLI LOHARI	3023	JABALPUR
17	MAJHGAWA SIHORA	1810	JABALPUR
18	MAJHOLI	1764	JABALPUR
19	MICI	3279	JABALPUR
20	MILLONIGANJ	2345	JABALPUR
21	MPHB	1723	JABALPUR
22	NAPIER TOWN	743	JABALPUR
23	PANAGAR	3756	JABALPUR
24	PATAN	746	JABALPUR
25	PIPARIYA	2167	JABALPUR
26	SHAHPURA BHITONI	3727	JABALPUR
27	SIHORA	1213	JABALPUR
28	TILWARAGHAT	2128	JABALPUR
29	VIJAYNAGAR	3689	JABALPUR
30	REGIONAL OFFICE	1211	JABALPUR
31	CCPB	12111	JABALPUR
32	LDM JABALPUR	NA	JABALPUR
33	R-SETI JABALPUR	NA	JABALPUR

34	TIKURI FECTORY	747	KATNI
35	KATNI	1376	KATNI
36	SLEEMNABAD	1638	KATNI
37	DHEEMARKHEDA	1687	KATNI
38	BADWARA	1974	KATNI
39	TEORI	2023	KATNI
40	BILHARI	1635	KATNI
41	KHIRANI	2187	KATNI
42	BAKAL	2204	KATNI
43	SILONDI	2226	KATNI
44	MAJHGWAN KATNI	2237	KATNI
45	BACHIYA	2274	KATNI
46	BARHI	2602	KATNI
47	HARDUA	2603	KATNI
48	SARASWAHI	2701	KATNI
49	MURWARI	3024	KATNI
50	BAMHANI BANJAR	1083	MANDLA
51	BHUA BICHHIYA	1297	MANDLA
52	CHABI	1918	MANDLA
53	GHUGHRI	1522	MANDLA
54	HIRDENAGAR	1787	MANDLA
55	MANDLA	1038	MANDLA
56	MAWAI	1548	MANDLA
57	MOHGAON	1549	MANDLA
58	MOTINALA	1997	MANDLA
59	NAINPUR	1789	MANDLA
60	NARAYANGANJ	4169	MANDLA
61	PINDRAI	1788	MANDLA
62	SIJHORA	2086	MANDLA
63	Khatiya	11083	MANDLA
64	LDM Mandla	NA	MANDLA
65	R-SETI MANDLA	NA	MANDLA

## **ANNEXURE-F**

### **CONTRACT FOR MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS**

THIS CONTRACT made the \_\_\_\_day of \_\_\_\_\_**2023** BETWEEN CENTRAL BANK OF INDIA a body corporate constituted under the Banking Companies (Transfer of Undertaking) Act, 1970 (hereinafter called "BANK") with its Head Office at Nariman Point, Mumbai-40021 India, through it's Regional Office at Jabalpur, 2<sup>nd</sup> Floor, Opposite South Avenue Mall, Gawarighat Road, Polipather, Jabalpur-482008 which expression shall include its successors and assigns and \_\_\_\_\_ (hereinafter called "THE VENDOR ") which expression shall include its successors and assigns. WHEREAS THE VENDOR has agreed to provide and the Bank has agreed to accept from THE VENDOR, repair and maintenance service for the computer hardware/peripherals/electronic equipment (hereinafter called EQUIPMENT) listed in ANNEXURE-E hereto as amended from time to time, subject to the Bank paying charges to The VENDOR on the conditions specified in Annexure-A endorsed by the Vendor.

In consideration of the contract it is agreed between the parties as below:

1. This contract will be valid for period 01January 2023 to 31 December 2023 conforming to clause 1.1 of Annexure-A.
2. As on date of contract, the contract is valued for Rs. \_\_\_\_\_ inclusive of all taxes (In word Rs. \_\_\_\_\_) except GST which shall be payable over and above the contracted amount at the applicable rates. The liability of remitting the GST in



accordance with the extant guidelines will vest with the vendor. The applicable GST shall be duly mentioned in the invoices.

3. The list of hardware items forms an integral part of this contract.

4 The number of hardware items may be increased or decreased during the period of AMC which may be included or excluded from the list and the location of the equipment's may also be changed. The rate quoted will also be applicable for the items included or excluded during the AMC period.

## 1. COMMENCEMENT AND TERM:

1.1 The Annual Maintenance Contract will be valid for a period of one year from 01-01-2023 to 31-12-2023. It may be renewed for a further period of one(1) year if satisfactory services are rendered by the vendor and at the sole discretion of the Bank.

1.2 Upon termination of the contract each party shall forthwith return to the other all papers, material and other properties of the other held by each during the subsistence period of the contract. In addition each party will assist the other party in the orderly termination of this contract 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 the Contract 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 the Contract it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn from the Contract, 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 VENDOR for the repair and maintenance services described herein, are indicated in Annexure-D attached herewith and unless provided for elsewhere herein, no additional charges shall be claimed by THE VENDOR.

2.2 THE VENDOR shall duly submit to the Bank their invoice(s) for payments in accordance with the CONTRACT.

2.3 The AMC charges will be released on Quarterly basis, subject to the vendor submitting to our office, 'Satisfactory Service Reports' from all the user branches/departments and no advance payment shall be made by the Bank.

2.4 The Bank may decide to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during the AMC period will be calculated on prorata basis.

2.5 All of the prices, terms, warranties and benefits granted by THE VENDOR herein are comparable to or better than the equivalent terms being offered by THE VENDOR to any of its present customers. If THE VENDOR shall, during the term of the Contract, enter into arrangements with any of its other customers providing greater benefits or more favorable terms, this Contract shall thereupon be deemed to be amended to provide the same benefits to Bank as if such terms were incorporated herein and are applicable hereto.

2.6 THE VENDOR, shall, during the currency of the contract will not increase the charges. The annual maintenance cost shall be paid in Quarterly installments within thirty (30) days from the date of completion of respective Quarter year or submission of invoice whichever is later, subject to rendering of satisfactory services, and from the date of AMC at the rates indicated in contract.

2.7 The invoices for AMC shall be inclusive of all taxes except Service Tax which shall be payable at the extant rates as notified by the Government from time to time.

2.8 In case the vendor is not able to accept the contract after it is awarded to him or if he is not able to do the work to the Bank's satisfaction after accepting the contract, he will be liable to pay damages to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.

2.9 The above act (2.8) of backing out would automatically debar the vendor from any further dealings with the Bank and the EMD amount would also be forfeited.

### 3 REPAIR AND MAINTENANCE SERVICE:

3.1 During the term of the Contract THE VENDOR shall maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

a) THE VENDOR shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out or defective parts of the EQUIPMENT during Bank's normal local working hours i.e. from 10.00 a.m. to 5.00 p.m. on working days (other than bank holidays). In cases where unserviceable parts of the EQUIPMENT need replacement THE VENDOR 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 VENDOR is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes the same will incur an additional charge.

b) THE VENDOR has to agree that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified in 3.1 (a) in such event no extra charges shall be payable by Bank to THE VENDOR.

c) THE VENDOR shall provide repair and maintenance service. The maximum response time for a maintenance complaint (i.e. time required for THE VENDOR maintenance engineers to report to the bank after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 24 hours from the receipt of such communication in case the service centre is situated at the same location where the EQUIPMENT is installed and 48 Hrs. in other cases.

d) THE VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of diagnosis of the problem if any part is to be replaced.

e) All engineering changes generally adopted hereinafter by THE VENDOR for equipment similar to that covered by this CONTRACT, shall be made to the EQUIPMENT at no cost to Bank.

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

g) All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are well familiar with the EQUIPMENT.

h) THE VENDOR shall maintain at Bank's site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the malfunction or the cause for work, by description of the malfunction. Bank shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and the date and time of their communication to the VENDOR.

3.2 Any worn out or defective parts withdrawn from the EQUIPMENT and replaced by The VENDOR shall become the property of THE VENDOR & if the Bank pays for the replaced part, the same shall become the property of the Bank; AND the parts replacing the withdrawn parts shall become the property of Bank.

3.3 THE VENDOR'S maintenance personnel shall, subject to clause 6 herein, shall be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Contract.

3.4 Further provided that the Bank may, during the currency of the AMC, shift the goods wholly or in part to other location(s) within the Country and in such case The VENDOR undertakes to continue to maintain the goods at their new location without any other additional cost to the Bank.

3.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the either, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

3.6 THE VENDOR will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a Quarterly basis. If any critical component of the entire configuration is out of service for more than a day, THE VENDOR shall either repair the defective unit within 48 hours or immediately replace the defective unit at its own cost. THE VENDOR will respond to complaint within two (2) hours and visit site & commence repair work on the equipment within 24 hours of being notified of equipment malfunction if it is at location of service center and within 48 hours otherwise.

3.7 It is expected that the average downtime of an item will be less than half the maximum downtime as mentioned in para3.6. In case an item is not usable beyond the stipulated maximum downtime THE VENDOR will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.500 per day per item maximum Rs.3000. The amount of penalty will be recovered from THE VENDOR from annual maintenance charges/ deposit given by Vendor and/or by lodging a claim against THE VENDOR, as the case may be. In the event of annual maintenance charges not sufficient to set off the liability of THE VENDOR under this head the Bank shall be at liberty to proceed legally against THE VENDOR for recovery of the balance amount as may be advised.

#### 4 SCOPE OF WORK

4.1 The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts. Consumables like CDs/DVDs, printer ribbons, toner, cartridge tapes and stationary will not be included in AMC. Although, printer heads & cables, monitor, battery for SMPS & Main board, LAN cards, printer knobs, plastic parts, keyboards, Mouse cables, DVD reader/writer, motherboard, CPU, Power-on switches and all other components of H/w shall be included in the AMC and to be repaired/replaced without any extra cost.

4.2 The Company shall provide ONE (1) stationed engineer at Regional Office on all working days during office hours through the contract period. Any change in the technical service personnel shall be promptly informed to the bank.

4.3 The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of application software like MS-Office, Biometric software, Rajbhasha, etc., installation and configuration of peripherals like printers, scanners as required by the Bank from time to time & require assistance in data recovery, pre-emptive action against virus detection/removal.

4.4 Services will include configuring computers for using Bank's Core Banking application, as per the specifications provided by the Bank. The Bank will provide all the required software.

4.5 Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, DVD-Drives, keyboard, mouse, power supply units (SMPS), memory, monitors etc. within a reasonable period and in no case more than 24 hours.

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

## 5 FORCE MAJEURE:

5.1 Neither PARTY SHALL BE liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure. Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned events shall preclude THE VENDOR from meeting any or all of its obligations hereunder, for a period of more than 3 months, from the date of occurrence of such event, it shall be open to either party to rescind this contract by giving 1 month's notice.

## 6. SUBCONTRACTING:

6.1 THE VENDOR will not subcontract or permit anyone other than THE VENDOR personnel to perform any of the work, services or other

performance required of THE VENDOR under the Contract without the prior written consent of the Bank.

## 7. EQUIPMENT ATTACHMENTS:

7.1 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 VENDOR cost of performing repair and maintenance service.

## 8. SECURITY:

8.1 THE VENDOR and its personnel shall 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.

8.2 THE VENDOR shall not copy any software, document or data existing on the hardware or indulge in any other act which may cause malicious damage to the systems. Violation of the same is liable to attract penalty/punishment under IT Act 2000 as amended from time to time.

8.3 THE VENDOR shall perform entire work of maintenance/ repairs under the supervision of the Bank staff unless permitted otherwise.

## 9. CONFIDENTIALITY:

9.1 THE VENDOR has to acknowledges that all material and information which has or will come into its possession or knowledge in connection with the Contract 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 the Contract and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE VENDOR shall take appropriate action with respect to its employees to



ensure that the obligations of non-use and nondisclosure of confidential information under this Contract are fully satisfied.

## 10. LIABILITY AND INDEMNITIES:

10.1 THE VENDOR 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 VENDOR 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.

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

10.3 The VENDOR will not enter into a franchisee contract with another vendor without seeking the prior permission of the Bank. The liability of performance in terms of the contract entered into with the Bank will be imposed on the main vendor & not with the sub vendor. The sub vendor shall be liable for performance in accordance with the contract entered into with the main vendor. The liability for breaching any of the terms of the contract will be imposed on the main vendor.

## 11. BUSINESS TERMINATION:

11.1 In the event that The VENDOR 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 of creditors, then (at the option of Bank notwithstanding clause 1.1 of the Contract) this Contract 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.

## 12. TERMINATION OF THIS CONTRACT:

12.1 The Contract may be terminated by either party in any of the following circumstances: a) Under the provision of clause 1.1 of this Contract, unless renewed further at the sole discretion of the Bank. b) If Bank does not make payments due to THE VENDOR under this Contract in terms of clauses 2.1 and 2.2 above. Under the provision of clause 2.4, 2.5 of this Contract. d) Under the provision of clause 5.1 and/or 11 of this Contract. e) By giving one month notice of such termination to the other by either of the parties to this Contract.

## 13. ARBITRATION:

13.1 All disputes and differences of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration to the Banks General Manager. The decision of the Bank's General Manager shall be conclusive and binding on the contractor. Such arbitration to be governed by the provisions of the Indian Arbitration Act.

## 13A JURISDICTION

For district of Jabalpur, Mandla and Katni which comes under Regional Office Jabalpur for offices/branches of said districts only Jabalpur Courts have jurisdictions for any disputes.

## 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 Contract.

14.2 No amendment to this Contract 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 Contract, and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

14.4 Words imparting the singular include the plural and vice versa.

**15. TERMS OF INVOICES SUBMITTED BY THE VENDOR:**

15.1 The VENDOR shall submit to Bank their invoices for payment of the above periodical charges on completion of each half year during the term of the Contract. Such invoices shall be payable by Bank within 30 days of receipts. (Subject to the provision of clause 3.7 of the contract).

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ABOVE MENTIONED DATE.**

Signature:

Sealed & Signed by Mr.....

In capacity of (Designation).....of (VENDOR)

M/s

**AND**

Bank by its representative:

(Authorised signatory)