

## COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 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 with its Head Office at Chandermukhi, Nariman Point, Mumbai-400021 India, through its Regional Office situated at Jalori gate, JODHPUR- 342001 (hereinafter referred to as the Bank which expression shall include its executor, administrator and assigns) of the One Part and

M/s \_\_\_\_\_/public/private Ltd company/Partnership firm consisting of \_\_\_\_\_ and \_\_\_\_\_ as its partners (hereinafter called "THE VENDOR " which expression shall include its successors and assigns) having its Register Office at \_\_\_\_\_ of the Other part.

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) located in **(Annexure-V)** hereto as amended from time to time, subject to the Bank paying charges to The VENDOR on the terms and conditions specified in **(Annexure-II)** endorsed by the Vendor.

Whereas the Bank is desirous of entering into a Comprehensive Annual Maintenance contract (hereinafter referred to as "AMC") for the Computer systems/machines (more elaborately described in the schedule hereunder mentioned) for a period of 12 months.

AND WHEREAS the vendor has submitted its proposal to provide such Maintenance service to the Computer systems & other peripherals 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 Vendor for AMC for Maintenance service to the Computer Hardware and peripherals of the Bank, subject to the terms and conditions mentioned herein under.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE FOLLOWING:

### 1. Scope of Work:

- a) The vendor would be responsible to manage / maintain the Asset Inventory based on the equipment Unique Serial No. including the hardware movement information from one location to another. (Hard Copy and Soft Copy). The assets must also be tagged with asset details and contact number for call logging purpose.
- b) The vendor would also be required to maintain and submit to our office, on quarterly basis, location wise inventory list, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference.
- c) The contract will be on comprehensive onsite basis inclusive of repairs and replacement of ALL spare parts including of the computer system/printer (inclusive of printer heads)/scanner and other peripherals without any extra payment. All maintenance/repairs shall be attended by the contractor or authorized personnel of the contractor.

- d) The computer system/machine/peripherals shall continue to remain covered by this agreement during transit as well as at the new location, when moved for maintenance or for any other purpose with the knowledge of the contractor.
- e) The vendor will be required to provide maintenance for operating systems, installation or re-installation of operating system, installation of application software's like MS-Office, Biometric software, Rajbhasha etc., installation and configuration of peripherals like printers, scanners as required by the Bank from time to time and require assistance in data recovery, pre-emptive action against virus detection & removal. The vendor would also be required to install other authorized software/patches and wherever required.
- f) Services will include configuring computers for using Bank's CBS application, as per the specifications provided by the Bank. The Bank will provide all the required software. The Engineers provided should be conversant in loading, updating and troubleshooting different types of Operating systems such as Windows server 2016/ Windows 10PRO/Linux/Unix.
- g) 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 as well as at Bank Regional Office and should **provide replacement** parts including **motherboard, hard disks, DVD-drives, keyboard, mouse, power supplies, memory cards, monitors, printer, scanners etc.** with a reasonable period and in no case more than 24 Hours.
- h) In case of equipment's that are not under AMC, but are under warranty / services of some other vendor, the vendor would be required to perform the initial scrutiny / diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause / Service Level Agreement of the other vendor/s.
- i) In case the call / complaint is not resolved. The vendor will have to log a complaint with the supplier / service provider and monitor the call till its resolution.
- j) The vendor will be required to provide the Bank with dedicated helpdesk at Regional Office via its resident engineer @ RO. The resident engineer would look after the issues raised by branches and try to resolve them remotely and escalate the calls to field engineers whenever required. He / she will also provide the call resolution statistics on daily basis. The details provided should include:
  - i) Calls logged on daily basis with time & allotted call / complaint number / equipment make / model / Sr. Nos.
  - ii) Nature of complaint.
  - iii) Statistic on the response time / resolution time.
  - iv) Monitoring / follow-up with the supplied service provider in case of equipment under warranty.
- k) The Bank has automatic anti-virus updation system. However, the vendor shall be responsible for checking/ ensuring updation of anti-virus files on all servers and PCs covered under the AMC. The anti-virus patches on the systems should not be more than a week old. The anti-virus packages will be provided by the Bank.
- l) It shall be the responsibility of the firm to make all the Laptops, computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working

condition to the Bank. After expiry of the contract. In case any damage is found, the firm is liable to rectify in even after the contract.

## 2. Terms and Conditions

- a) The AMC shall be valid up to 30.04.2024, from date of award of contract, subject to the satisfactory services of the vendor. It shall, however, be renewed for the maximum of additional 2 years as per satisfactory services rendered by the Vendor at the sole discretion of the Bank.
- b) The service provider will be required to provide his services as per the scope of work mentioned in this agreement.
- c) 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.
- d) The scope of coverage of the comprehensive AMC will be for the computer hardware and peripherals for all the items located as per the **(Annexure – V)**. The comprehensive AMC shall consist of preventive and corrective maintenance of the Computer systems/machines/peripherals and will include supply and replacement of unserviceable parts, at vendor's own cost. All the spares of various **Printers; except cartridges and ribbons, will form an integral part of Annual Maintenance Contract.**
- e) The Vendor shall arrange to station at least one qualified resident engineer at the Regional Office on all normal working days of the Bank as per the defined banking hours.
- f) All employees of the vendor have to wear the identity cards issued by the company while on duty. In no case any unauthorized person/outsider will be sent to offices of the Bank to carry out AMC work.
- g) The vendor shall ensure that the malfunctioning hardware, accessories, operating systems, systems software (if any) is rectified **within two hours** of informing/lodging the complaint by the Bank. If the vendor is not able to rectify the same by the stipulated time, the vendor shall provide, at their own cost, requisite hardware/ software to ensure business continuity.
- h) The contractor do hereby undertakes to attend any reported fault/break-down calls on the same working day. However, if the break-down calls are registered/reported after 01.00 PM and it is not possible to attend the call on the same day, the same shall be attended not later than the next working day.
- i) In case any replacement of parts is required, the contractor shall ensure to complete the same within 48 Hrs. In case it is assessed that it is not possible to replace within 48 Hrs, due to explainable reasons, the contractor shall provide replacement spare machine/peripheral till the machine/peripheral of the Bank is made available after repairs.
- j) Preventive Maintenance activity shall include updation of patches/service packs, carrying of systems diagnostic tests and taking remedial action, cleaning of all equipment's using dry vacuum air, brush, soft muslin clothes, checking of power supply source for proper

grounding and safety of equipment, once in a quarter, failing which penalty has to be charged as per the relevant clauses in the AMC agreement.

- k) Responsibility for adequate power/earthing will be Bank's but the **vendor has to advise the bank in writing in case earthing is inadequate**. Hence the engineers visiting the branches must report All three (03) power ratings of the branch on service report invariably.
- l) The vendor shall also provide for at least one preventive maintenance schedule per Quarter during the maintenance period.
- m) The vendor shall extend necessary assistance in shifting and reinstallation of computer hardware items of the branches during premise shifting or just relocating the computer hardware as the case may be.
- n) Vendor and (or) its Division handling the job of "Annual Maintenance Contract" must be ISO 9001 certified.
- o) The vendor shall repair/ replace parts at the various sites of the Bank only. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall attend to shifting/transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the Bank.
- p) **At RO, the vendor shall maintain sufficient onsite inventory of Computer System & Peripherals such as Complete PC, Keyboard, Mouse, HDDs, SMPS, Passbook Printer, Laser Printer, Scanner, Mother Board, and RAM chips etc.**
- q) The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee without the prior approval of the Bank. If, at any time, it comes to the notice of the Bank that such sub-letting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.
- r) The Vendor will maintain inventory of equipment at all locations with identified machine no & IP addresses. All machines under AMC will bear tags with machine serial no., phone no of AMC vendor (call logging). The quarterly AMC payment will be made on the basis of the inventory. Further the vendor will provide the detailed inventory of the equipment's of all the branches/offices (under AMC/Warranty) in the Bank provided format and shall be reviewed at least half yearly.
- s) 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. Before undertaking major repairs, the vendor should ensure safety of the data of the user. If required, the vendor should have suitable back-up arrangements. (e.g. imaging the hard disk).
- t) As security for due fulfillment of the terms and conditions and obligations of the service contract, the vendor shall furnish a Performance Bank Guarantee of 10% of the value of the AMC valid for one year (contract period).The successful bidder shall submit the

Invoice/bills of AMC charges on quarterly basis to concerned branch only during contract period.

- u) The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter.
- v) The vendor should also submit Preventative Maintenance report for each quarter. The payment may be withheld in case such Preventative Maintenance reports are not submitted together with quarterly bills.
- w) The Bank reserves the right to terminate the agreement, if the vendor fails to carry out any of its obligations/duties in terms of the agreement. Bank will be obliged to pay only for the actual period for which the contractor provided the maintenance service.
- x) The Maintenance Contractor shall pay all the taxes, duties and levies, if any, required to be paid. The consideration indicated in the foregoing paragraphs shall be inclusive of all the prevalent taxes payable by the Maintenance Contractor. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.
- y) The Bank shall not consider any request in change of rates of AMC due to any reason whatsoever, during agreed period of the contract.
- z) The vendor/firm will have to carry out the work during the above contract period and in the event of vendor/firm's inability to do the same due to any reason whatsoever, the work will be got done through another AMC vendor & penalty amount directly proportionate to loss suffered by Bank due to non-performance / poor quality of services given will be deducted from AMC dues of the defaulting vendor.
- aa) In the event of addition of any more machines under the scope of the AMC, the maintenance will be carried out by the vendor for which the vendor may be eligible for an additional consideration. In the event of weeding out of older machines in the office, the same shall be removed from the contract and the rates reduced accordingly on a pro rata basis.
- bb) The selected Vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- cc) The Vendor will provide insurance cover to its workmen/ resident engineers in the Bank. The workmen/ engineers or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.
- dd) The Vendor shall ensure compliance to all the obligations arising under the Contract Labor (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labor laws prevailing in the state. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the contractor, the Bank would have the right to reimburse itself by way of adjustment from the vendor's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

- ee) The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the AMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the AMC and not to any other party. The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
- ff) The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- gg) The Bank reserves the right to claim as damages from the vendor to the extent of the Loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the AMC or to any property of the Bank even if it is not covered by the AMC.
- hh) If any dispute arises between the parties about the terms of this contract or anything in relation to or arising out of this contract, the parties shall make an effort to solve amicably, by direct informal negotiations. If after thirty days from the commencement of such informal negotiations, the parties are unable to resolve the dispute amicably the same may be resolved through the appointment of an arbitrator by mutual agreement. If a single arbitrator could not be appointed by agreement, each side would be free to appoint one arbitrator each; who in turn will add an umpire. The decision of the arbitrator or arbitrators, as the case may be, shall be final in regard to such dispute or disputes. Such arbitrations to be governed by the provisions of the Indian Arbitration Act.
- ii) 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.
- jj) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except to all other clauses of this contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

kk) **It is specifically stated that apart from what is stated in other clauses of this agreement, this AMC will include:**

- ✚ The cost of replacement/repairs of printer heads.
- ✚ The cost of replacement of all parts in case of line printers including character band, print bands, head module etc.
- ✚ The cost of fuse assembly in case of Laser printer.

ll) The vendor shall be liable to pay penalty as hereunder per day of delay beyond 24 hrs in completion of maintenance work, which shall be as follows:

|                  |      |
|------------------|------|
| Gateway PC*      | 1500 |
| PC/Desktop       | 500  |
| Printer/ Scanner | 400  |

*\*desktop with Windows 10PRO (64 Bits) Server OS2016 (64 Bits)*

The maximum penalty amount can be charged up to the original invoice value of the individual item as per bank's record. This amount shall be deducted from the running payment without any notice to the firm.

- mm) 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 vendor and the total expenses paid to such outside vendors for carrying out such maintenance work will be recovered by the Bank in addition to the penalty to be levied for the delay.
- nn) Penalty of Rs. 1000/- per day will be levied if Service Engineer stationed at Regional Office remains absent/leave without providing substitute.
- oo) Before coming into contract, physical asset verification to be done by the vendor on their own cost.

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:**

**(Authorized signatory)**