

**Ref: KGB/ITW/RFP/01/HWAMC/2019**

**Date: 08.03.2019**

## **Request for Proposal for AMC of Computers, Printers and Scanners**

Kerala Gramin Bank, a Bank constituted under the Regional Rural Bank Act 1976, having its Head Office at KGB Towers, A.K. Road, Malappuram, Kerala, PIN: 676505 (herein after referred to as "The Bank") invite sealed proposals from interested Service Providers for the Annual Maintenance Contract (herein after referred to as "The Contract") of various Computers and peripheral items installed at its branches and offices on item rate basis.

**The following Annexures are part of the Tender documents:**

Annexure – A	Proposal Form
Annexure - B	Bidder's profile and other details
Annexure – C	Format of Commercial proposal
Annexure - D	Format of Contract
Annexure - E	Format of Call status Report

### **1. Details of Hardware Assets proposed to be covered under The Contract**

The types and quantities of hardware items are proposed to be covered under The Contract are furnished below:

<b>Sl. No.</b>	<b>Item</b>	<b>Make</b>	<b>Model</b>	<b>In use since</b>	<b>Count</b>
1	ALL IN ONE PC	HP	PRO ONE 300	2014	456
2	ALL IN ONE PC	ACER	VERITON	2014	690
3	DESKTOP PC	WIPRO		2012	270
4	PASSBOOK PRINTER	TVS	SPEED 40+	2015	146
5	FAST DOTMATRIX	LIPI	2250	2015	173
6	DOTMATRIX	TVS	MSP 255	2015	331
7	LASER PRINTER	CANON	LBP6680X	2015	592
8	SCANNER	CANON	LIDE 110	2015	31

Based on re-assessment, the number of hardware items may be increased or decreased at the time of the contract or during the period of The Contract which may be included or excluded from the list. The assets can also be shifted from one location to another location and the vendor providing maintenance support shall continue the support for such items, on being informed by The Bank.

The scope of work and terms of The Contract will be as furnished in Annexure D.

### **2. Eligibility of vendor for participating in the bidding process:**

2.1 The bidding firm (referred to as 'The Bidder' herein after in this RFP) should be a company registered in India under Indian Companies Act, 1956 or Indian Companies Act 2013.

- 2.2 The Bidder must have at least one direct office, not being a franchisee's or sub-contractor's office, in the state of Kerala and should make available separate Technicians for each districts of the state.
  - 2.3 The Bidder must have an average turnover of Rs. 5 Crore in the last two Financial Years (Audited Annual Financial Statement to be submitted as proof).
  - 2.4 The Bidder must have at least three years' experience in providing direct Annual Maintenance Contract support (not through franchisees/sub-contractors) to Commercial Banks/Financial Institutions/State or Central Government Departments having offices/branches in the state of Kerala, handling a minimum number of 1000 hardware items (including computers, printers and scanners) every year. (Copies of work orders issued to the company by major clients during the last three years shall be submitted.)
  - 2.5 The Bidder must have at least 20 Service Engineers in their payroll in the state of Kerala at present. Copy of supporting documents to be submitted.
  - 2.6 The Bidder should be capable of providing support at all the Branches and Offices of The Bank. The address of the Branches and Offices of The Bank will be made available to the Bidders on request. The location-wise list of hardware assets to be serviced will be provided to the bidder ultimately selected for entering into AMC (hereinafter referred to as 'The Successful Bidder' or 'The Contractor' in this RFP) before signing The Contract, so that the condition of the assets can be ascertained by them.
  - 2.7 The Bidder must be capable of providing online portal with login for each branch/office for lodging and tracking of service calls; or, should be capable of providing updated status of service call reports on a daily basis to the Head Office and Regional Offices of The Bank on every working day, in the format specified by The Bank. The same should be made available from the start date of the contract period itself.
  - 2.8 The bidder should not have been black-listed by any Public Sector Bank/PSU/Government Department in the past. A self-declaration letter by the bidder, on the company's letter head should be submitted along with the bid.
  - 2.9 Bidders having ISO 9001/ISO 20000 quality standard certificate in respect of rendering of services will be given preference over others, in technical evaluation.
- 3 The proposals shall be submitted in a sealed cover super-scribed as "**PROPOSAL FOR AMC OF COMUTERS AND PERIPHERALS**", which should contain two separate sealed covers for Technical and Commercial Proposals. The contents of each covers are given below. The Bidder should ensure that all the mandatory items listed in 3.1 and 3.2 are enclosed in the respective covers.
- 3.1 Checklist of enclosures of cover containing Technical Proposal (super-scribed as "TECHNICAL BID FOR AMC OF COMUTERS AND PERIPHERALS"):**
- 3.1.1. Proposal form as per Annexure A.
  - 3.1.2. In case the person signing the proposal is not the CEO/Managing Director of the bidding company, a letter authorizing the Bidder's representative to sign and submit the proposal on its behalf.
  - 3.1.3. Certificate of Incorporation under Companies Act 1956/2013
  - 3.1.4. Attested copy of GST registration certificate

- 3.1.5. Attested copy of PF registration certificate
- 3.1.6. Attested copy of ESIC registration document, if available
- 3.1.7. Attested copies of Audited Financial statements for FY 2016-17 and 2017-18.
- 3.1.8. Address and phone number of the Office in Kerala from where the proposed AMC will be monitored.
- 3.1.9. Address of the Directors with mobile number.
- 3.1.10. List of Service Engineers posted in Kerala with designation, place of posting and mobile number.
- 3.1.11. Attested copies of the major purchase orders issued to the Bidder in each of the last three financial years (2016-17, 2017-18 and 2018-19).
- 3.1.12. List of major clients being serviced at present in the following format:

Sl. No.	Name of the client	No. of hardware items serviced			Whether performance certificate enclosed
		Computers	Printers	Scanners	

- 3.1.13. Performance certificate from major clients covering a total of at least 1000 hardware units being supported at present.
- 3.1.14. A self-declaration from the bidder to the effect that the company has not been black-listed by any Public Sector Bank/PSU/Government Department in the past.
- 3.1.15. Self-attested copy of ISO 9001/ISO 20000 quality standard certificate in respect of rendering of services, if available.

### **3.2 Contents of Second sealed cover super-scribed as "COMMERCIAL BID FOR AMC OF COMUTERS AND PERIPHERALS"**

- 3.2.1 Commercial Proposal in the format provided in Annexure C.

## **4 Important points related to preparation and submission of the proposals:**

- 4.1 The Bidder must quote AMC rate for each and every item in Annexure C.
- 4.2 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.
- 4.3 Both the Technical and Commercial Proposals should be in clear words, categorically mentioning each and every term, rate etc. Any kind of ambiguous / obscure / unclear term may lead to the bid being disqualified. All the pages of the proposals should be invariably signed by the authorized representative.
- 4.4 The Technical proposals will be evaluated as per the specified eligibility criteria. The decision of The Bank with regard to the pre-qualification criteria will be final. The Commercial proposals of only those bidders who qualify in the Technical evaluation shall be opened.
- 4.5 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 accordingly. If the successful bidder does not accept the correction of the errors, its bid will be rejected. If the representative of the bidder is not present during bid opening, The Bank will opt for an e-mail confirmation from the bidder. If no reply is

received within the stipulated time, the bid will get rejected. If no email address is provided by the bidder, the bid will get rejected. 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 among all bids shall be filled and the total amount will be calculated. The rank of The Bidder shall be decided as per the total amount calculated in this manner.

- 4.6 The Bank reserves the right to accept or reject any or all tender without assigning any reason thereof. The Bank's decisions in this regard shall be final and binding.
- 4.7 Bidders who have not satisfactorily completed any of the earlier contracts with The Bank or if any time it is found that the information provided by The Bidder is false The Bank reserves the right to reject such bidders. The Bank's decision in this regard will be final.
- 4.8 The Bank reserves the right to accept or reject any or all the proposals 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.
- 4.9 The Successful Bidder, on award of the Contract will have to submit a bank guarantee equal to 10% of the cost of AMC (rounded off to the nearest hundred) amount from a leading commercial bank with validity up to the end of the contract period, within 15 days of award of The Contract.
- 4.10 The Contract amount will be paid quarterly in arrears, less of applicable penalties, on submission of respective invoices.
- 4.11 The successful bidder will have to enter into a written contract with The Bank in the format as per Annexure D on a Rs.200/- Non-judicial stamp paper within 15 days of being declared successful.

**4.12 The last date for submission of the bids is 25-03-2019 (before 5 p.m.)**

- 4.13 The technical bids will be opened at 11 a.m. on 26.03.2019 at the Head Office of The Bank in the presence of the representatives of the bidders whoever chose to be present on the occasion.
- 4.14 The commercial bids will be opened at 3 p.m. on 26.03.2019 at the Head Office of The Bank in the presence of the representatives of the bidders whoever chose to be present on the occasion.
- 4.15 In case of any unforeseen reasons, the date of opening of the technical and commercial bids will be postponed to any other convenient date and time, after informing the matter to the bidders through e-mail.
- 4.16 The bidder's representative, if attending the bid opening, shall invariably produce an authorization letter.
- 4.17 The bids shall be submitted at the following address:

**The General Manager  
Information Technology Wing  
Kerala Gramin Bank  
Head Office, KGB Towers  
A K Road, Malappuram  
Kerala - 676505**

For any query on the matter, the bidders may contact over telephone No: 0483-2730179

Place: Malappuram  
Date: 08-03-2019

**General Manager**

**ANNEXURE A**

**PROPOSAL FORM**

**The General Manager  
Kerala Gramin Bank  
Head Office - Information Technology Wing  
KGB Towers, A K Road,  
Malappuram, Kerala - 676505**

**Sub: Proposal for Annual Maintenance Contract of computer hardware and peripherals installed at various Branches/offices of Kerala Gramin Bank**

**Ref: RFP No: KGB/ITW/RFP/01/HWAMC/2019 dated 08/03/2019**

Having examined the above mentioned Request-for-Proposal Document along with its annexures, we, the undersigned, offer to agree to all the terms and conditions specified by the Bank therein and to execute Annual Maintenance Contract in conformity with the said Proposal documents for the sum specified in our Commercial Proposal which is submitted in separate sealed cover along with this Proposal form.

The AMC charges quoted in our Commercial Proposal are inclusive of the remuneration payable to one dedicated Resident Engineer at Bank's site. We solemnly affirm that the remuneration payable to the Resident Engineer will not be below the statutory minimum payable to such personnel as per rules in force.

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

If our Proposal is accepted, we will submit the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by all the terms and conditions of the RFP document referred above 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 ..... 2019.

Place:.....

Signature of the authorised person with seal

**ANNEXURE B**

**BIDDER'S PROFILE AND OTHER DETAILS**

**Part 1: Basic Information**

1	Name of the Applicant and address of the Registered office.  (Addresses and phone numbers of the Directors and the main office in Kerala from where the proposed AMC services will be handled)	
2	Date of establishment	
3	Whether the company is Private Ltd. or Public Limited	
4	No. of years of experience in computer hardware field	
5	Yearly turnover of the Organization during last 2 Financial Years: (Enclose copy of audited Balance Sheet of last 2 years)	2016-17: .....  2017-18: .....
6	Permanent Account No  GSTIN  PF registration No.  ESIC registration No.	.....  .....  .....  .....
7	Whether any civil suit/litigation/arbitration was arisen in the contracts executed by the bidder during the last 5 years? If yes, please furnish the details:	.....  .....  .....

(Attach a brief profile of the company)

**Part 2: Work capability and previous experience**

List of 5 most important projects of value above Rs. 5 Lakh completed by the Bidder during the last 3 years:

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.)	Contract period with starting and ending dates		Whether work was left incomplete or contract was terminated from either side.
				Stipulated	Actual	

Certified that the details furnished above are true and correct to the best of our knowledge and belief.

Place: .....

Date: .....

Signature of the authorised person with seal

**ANNEXURE C**

**FORMAT OF COMMERCIAL PROPOSAL**

(No changes to the format is acceptable)

Bank's RFP Ref: KGB/ITW/RFP/01/HWAMC/2019 dated 08/03/2019

Bidder's Ref: ..... Date: .....

Name of the Bidding Company: .....

**Rates Offered**

(Amount in Rs.)

Sl. No.	Item	Make	Model	Count	Rate (Excl. GST)	Total
1	ALL IN ONE PC	HP	PRO ONE 300	456		
2	ALL IN ONE PC	ACER	VERITON	690		
3	DESKTOP PC	WIPRO		270		
4	PASSBOOK PRINTER	TVS	SPEED 40+	146		
5	FAST DOTMATRIX PRINTER	LIPI	2250	173		
6	DOTMATRIX PRINTER	TVS	MSP 255	331		
7	LASER PRINTER	CANON	LBP6680X	592		
8	SCANNER	CANON	LIDE 110	31		
<b>GRAND TOTAL</b>						

**Grand Total in words (Rupees .....**  
 ..... **only.**

Place: .....

Date: .....

**Signature of the Authorised Signatory with Seal**

**ANNEXURE D****FORMAT OF CONTRACT FOR MAINTENANCE OF COMPUTERS AND PERIPHERALS**

THIS CONTRACT made this \_\_\_ day of \_\_\_\_\_ 2019 BETWEEN KERALA GRAMIN BANK a body corporate, constituted under the Regional Rural Banks Act 1976, having its Head Office at KGB Towers, UP Hill, Near Central School Malappuram 676 505 Kerala State in India (hereinafter referred to as "The Bank"), which expression shall include its successors and assigns and \_\_\_\_\_ (hereinafter called "The Contractor") which expression shall include its successors and assigns.

WHEREAS The Contractor has agreed to provide and The Bank has agreed to accept from The Contractor, repair and maintenance service for the computer hardware and peripherals (hereinafter called Equipment) listed in **Annexure-....** hereto as amended from time to time, subject to The Bank paying charges to The Contractor on the terms and conditions specified hereunder.

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

This contract will be valid for the period **from 01 April 2019 to 31 March 2020**, conforming to clause 1.1 herein (herein after referred to as "The Contract Period").

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 Contractor. The applicable GST shall be duly mentioned in the invoices.

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

The number of hardware items may be increased or decreased during The Contract Period 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 Contract Period.

**1. COMMENCEMENT AND TERM:**

1.1 The Annual Maintenance Contract will be valid for a period of one year from 01-04-2019 to 31-03-2020. It shall, however, be renewable for maximum 2 years at the same rates and conditions as per satisfactory services rendered by The Contractor 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 The Bank's account.



## **2. CHARGES:**

- 2.1 The charges payable by The Bank to The Contractor for the repair and maintenance services described herein are indicated in Annexure-..... and unless provided for elsewhere herein, no additional charges shall be claimed by The Contractor.
- 2.2 The Contractor 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 Contractor 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 Contract Period will be calculated on pro-rata basis.
- 2.5 The Contractor, 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 or submission of invoice whichever is later, subject to satisfactory services rendered, and from the date of AMC at the rates indicated in contract.
- 2.6 The invoices for AMC shall be inclusive of all taxes except GST which shall be payable at the extant rates as notified by the Government from time to time.
- 2.7 In case The Contractor is not able to accept the contract after it is awarded to it or if it 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.
- 2.8 The above act (2.7) of backing out would automatically debar The Contractor from any further dealings with The Bank.

## **3 REPAIR AND MAINTENANCE SERVICE:**

- 3.1 During the term of the CONTRACT, The Contractor shall maintain the Equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:
  - a) The Contractor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during The 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 Contractor shall replace such parts, at no extra cost to The Bank, with brand new parts or those equivalent to new parts in performance. Provided that if The Contractor is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs print heads the same will incur an additional charge.

- b) The Contractor has to agree that special arrangements may be made by The 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 The Bank to The Contractor.
- c) The Contractor shall provide repair and maintenance service. The maximum response time for a maintenance complaint (i.e. time required for The Contractor 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/direct office is situated at the same location where the Equipment is installed and 48 Hrs. in other cases.
- d) The Contractor shall ensure that faults and failures intimated by The 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 Contractor for equipment similar to that covered by this Contract, shall be made to the Equipment at no cost to The Bank.
- f) The Contractor shall provide an online portal with login access for individual branches and administrative offices, as instructed by The Bank. The portal shall be able to provide MIS as required by The Bank.
- g) The Contractor shall provide one dedicated service engineer at The Bank's head office or any other Bank site as instructed by The Bank. The AMC cost is inclusive of the cost for the dedicated service engineer at The Bank's site. The Contractor shall invariably mention the cost involved in providing the dedicated engineer at The Bank's site in Annexure ... The Bank may instruct The Contractor to either increase or decrease the number of resources as it deems fit during the currency of the contract and in such a scenario, the AMC cost will be modified accordingly on pro-rata basis, considering the actual number of dedicated resources provided at The Bank's site as per the cost of resource mentioned in Annexure...
- h) **Preventive Maintenance:** The Contractor 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 Contract 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 Contractor recognizes The Bank's operational needs and agrees that The Bank shall have the right to require The Contractor to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- i) All repair and maintenance services described herein shall be performed by qualified maintenance engineers of The Contractor who are well familiar with the Equipment.
- j) The Contractor shall not outsource any activity comes under the scope of this contract.
- k) The Contractor shall ensure that the service engineers shall invariably produce identity card issued by The Contractor at the time of dealing with Equipment at The Bank's site.

- l) The Contractor shall maintain at The 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. The 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 Contractor.
- 3.2 Any worn out or defective parts withdrawn from the Equipment and replaced by The Contractor shall become the property of The Contractor and 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 The Bank.
- 3.3 The Contractor's maintenance personnel shall, subject to clause 7 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 State and in such case The Contractor 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 Contractor 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 Contractor shall either repair the defective unit within 48 hours or immediately replace the defective unit or provide a standby with equal configuration at its own cost. The Contractor 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 centre and within 48 hours otherwise.

#### **4. PENALTY**

- 4.1 It is expected that the average downtime of an item will be less than half the maximum downtime as mentioned in clause 3.6. In case an item is not usable beyond the stipulated maximum downtime The Contractor 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 3% of AMC rate of the particular item per day per item until the issue is resolved. The penalty per instance is subjected to a maximum of the AMC charges payable to the item during The Contract Period; within the overall ceiling of 10% of total AMC cost during The Contract Period. The amount of penalty will be recovered from The Contractor from annual maintenance charges/deposit given by Vendor and/or by lodging a claim against The Contractor, as the case may be. In the event of annual maintenance charges not sufficient to set off the liability of The Contractor under this head The Bank shall be at liberty to proceed legally against The Contractor for recovery of the balance amount as may be advised.

## **5. SCOPE OF WORK**

- 5.1 The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all plastic parts, without any extra payment.
- 5.2 The Contractor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of software, 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.
- 5.3 Services will include configuring computers for using The Bank's Core Banking application, as per the specifications provided by The Bank. The Bank will provide the required software.
- 5.4 Replacement of parts will be at The Contractor'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 supplies, memory, monitors etc. within a reasonable period and in no case more than 24 hours.
- 5.5 The Contractor would also be required to install The Bank's licensed version of antivirus and other authorized software and patches as and when required.

## **6. FORCE MAJEURE:**

- 6.1 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 Contractor 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 months' notice.

## **7. SUBCONTRACTING:**

- 7.1 The Contractor will not subcontract or permit anyone other than The Contractor's personnel to perform any of the work, services or other performance required of The Contractor under the Contract without the prior written consent of The Bank.

## **8. EQUIPMENT ATTACHMENTS:**

- 8.1 The 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 Contractor's cost of performing repair and maintenance service.

## **9. SECURITY:**

- 9.1 The Contractor and its personnel shall at all times comply with all security regulations in effect from time to time at The Bank's premises and externally for materials belonging to The Bank.

9.2 The Contractor 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.

9.3 The Contractor shall perform entire work of maintenance/ repairs under the supervision of The Bank's staff unless permitted otherwise.

#### **10. CONFIDENTIALITY:**

10.1 The Contractor has to acknowledge 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 The 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 Contractor 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.

#### **11. LIABILITY AND INDEMNITIES:**

11.1 The Contractor 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 Contractor 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.

11.2 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.

11.3 The Contractor 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 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 Contractor. The liability for breaching any of the terms of the contract will imposed on The Contractor.

#### **12. BUSINESS TERMINATION:**

12.1 In the event that The Contractor 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 The 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.

#### **13. TERMINATION OF THIS CONTRACT:**

13.1 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 The Bank does not make payments due to The Contractor under this Contract in terms of clauses 2.1 and 2.2 above.
- c) If The Contractor does not agree to make necessary changes in the amount payable by The Bank as per provisions of clause 2.4 of this Contract.
- d) If The Contractor does not carry out its obligations under the provision of clause 5.
- e) Under the provision of clause No. 12 of this Contract.
- f) By giving one month notice of such termination to the other by either of the parties to this Contract.

**14. ARBITRATION:**

14.1 All disputes and differences of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration to The Bank’s General Manager-IT Wing. The decision of The Bank’s General Manager-IT Wing shall be conclusive and binding on The Contractor. Such arbitration shall be governed by the provisions of the Indian Arbitration Act.

**15. GENERAL:**

15.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Contract.

15.2 No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

15.3 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 execute this Contract. Each party further acknowledges that it has read and understood this Contract and agrees to be bound by it.

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

**16. TERMS OF INVOICES SUBMITTED BY THE CONTRACTOR:**

16.1 The Contractor shall submit to The Bank their invoices for payment of the above periodical charges on completion of each quarter during the term of the Contract. Such invoices shall be payable by The Bank within 30 days of receipts. (Subject to the provision of clause 4.1 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

M/s ..... (The Contractor)

AND

The Bank by its representative:  
(Authorised signatory)

**ANNEXURE E**

**FORMAT OF THE DAILY CALL STATUS REPORT TO BE SUBMITTED IN SOFT FORM TO THE BANK BY THE CONTRACTOR**

Running Sl. No. of the call*	Date of service call	Site ID	Asset Serial No. **	Complaint details	AMC value of the item	Date of first attending the service call	Whether working standby provided, if the issue not resolved in 3 working days	If so, on which date	Date of resolution of the complaint	No. of days taken for resolution

\* Running Serial Number of the call: Should start from 1 and all the calls shall be listed in the report every day, even if the call is closed

\*\* Only one item should be shown against one Running Serial No.