

उत्तर प्रदेश ग्रामीण बैंक

Uttar Pradesh Gramin Bank

**Uttar Pradesh Gramin Bank  
(Mahoba)**

**NOTICE INVITING TENDER**

**"Comprehensive Annual Maintenance  
Contract (CAMC)"**

**Mode of Submission By Post**

**Availability of Tender**

***From- 30-08-2025***

**CAMC PERIOD- 10-09-2025 to 08-09-2026**

**Last date of Submission of Tender-**

***08.09.2025 (5:00PM)***



## **TENDER NOTICE**

### **For**

### **Procurement of Comprehensive Annual Maintenance Contract (CAMC)**

Uttar Pradesh Gramin Bank, Regional Office, Mahoba intends to procure comprehensive annual maintenance contract (CAMC) for Computer Desktops and Computer peripherals for the period of one year from 10.09.2025 to 09.09.2026.

Offline tenders / proposal / bids are invited from the reputed manufacturers / companies / firms for comprehensive annual maintenance contract (CAMC) for Computer Desktops and Different Computer peripherals installed at various branches / offices under Regional Office, Mahoba of UTTAR PRADESH GRAMIN BANK.

The tender process will be completed offline. The eligible bidder may submit their bids through post. The "Request for Proposal" (RFP) for the project is available on bank's website <https://upgbank.com/>. Under tender section.

All terms and conditions will be as per this RFP / tender document no variation will be accepted.

Vendors are required Bids made strictly as per Provisions of the RFP document.

#### **A. Disclaimer**

- a) This Request for Proposal (RFP) is not an offer by the UTTAR PRADESH GRAMIN BANK, Regional Office, Mahoba but an invitation to receive response from eligible interested bidders for CAMC. This document should be read in its entirety.
- b) Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- c) UTTAR PRADESH GRAMIN BANK its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- d) UTTAR PRADESH GRAMIN BANK, Regional Office, Mahoba also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- e) UTTAR PRADESH GRAMIN BANK, Regional Office, Mahoba may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- f) Every effort is being made to keep UTTAR PRADESH GRAMIN BANK Website up to date and running smoothly 24X7, However, UTTAR PRADESH GRAMIN BANK takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issues at any point of time. In that event UTTAR PRADESH GRAMIN BANK, Regional Office, Mahoba will not be liable or responsible for any damages or expenses arising for any difficulty, or error, imperfection or inaccuracy with this website, It includes all associated service, or due to such unavailability of the website or any part thereof any contents or any associated services.
- g) The issue of this RFP does not imply that UTTAR PRADESH GRAMIN BANK, Regional Office, Mahoba is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for CAMC and Uttar Pradesh Gramin Bank, Regional Office, Mahoba reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. No correspondence shall be entertained in this regard.
- h) The "Request for Proposal" (RFP) for the project is available on: bank's website.



B. The proposed evaluation schedule is tabulated below. However, the office / Bank, as its discretion can change the schedule without assigning any specific reason for the same.

SN	Event Description	Particulars
1	Category of Tender	Open
2	Mode of submission	Offline by post.
3	Date of publishing of Tender Notice	30.08.2025, on Uttar Pradesh Gramin Bank Website. <a href="https://upgbank.com/tender.php">https://upgbank.com/tender.php</a> .
4	Start date of RFP document download from Bank's website <a href="https://upgbank.com/tender.php">https://upgbank.com/tender.php</a> .	30.08.2025
5	RFP related communication E-mails IDs	Itcell.RoMahoba@boirrb.net Mob : 7905963954,7870346617,9643693121
6	Last Date & Time for submission of Bid / Bid due date	08.09.2025, 05:00 pm
7	Opening of Technical Bids	09.09.2025 at 01:00 pm at above-noted address. (Subject to availability of Tender Committee members).
8	Information regarding Financial Evaluation of Bids.	09.09.2025 at 03:00 pm at above-noted address. (Subject to availability of Tender Committee members).
9	Announcement of L1 bidder	Will be notified by post.
10	Reverse auction	No
11	Letter of Award to the selected to L1 bidder.	Will be notified.
12	Bid validity	06 months from the date of bid start date.
13	Bank's Website.	<a href="https://upgbank.com/">https://upgbank.com/</a>

- 1) No Bid or part of Bid shall be submitted vide E-mail or in any other form.
- 2) Bids received later than the prescribed date and time not be considered for evaluation.
- 3) If the last day of submission of Bid is declared as a holiday by any circumstances beyond the control of Uttar Pradesh Gramin Bank, Regional Office, Mahoba, the next working day will be deemed to be the last day for submission of the Bid.
- 4) Further, in case Uttar Pradesh Gramin Bank, Regional Office, Mahoba does not function on the aforesaid date due to unforeseen circumstances or holiday, then the Bid will be opened on the next working day subject to availability of all the Technical Committee members, unless otherwise such change may be notified to all the bidders.



## B. Important Instructions for e-procurement

Bidders are requested to read the terms and conditions of this tender before submitting their tender.

1	The Techno-commercial Price Bid have to be submitted offline by post will be opened electronically on specified date and time as given in the Tender. <b><u>NO TENDERS / BIDS THROUGH ANY OTHER MEDIUM WILL BE ACCEPTED BY THE BANK.</u></b>
2	All entries in the tender should be entered in online Technical & Financial Formats without any Ambiguity. The technical /commercial bids should be on prescribed format.
3	Information about tenders /corrigendum will be uploaded on Bank's website. Hence the Vendors are required to keep themselves update.
4	Bidding in e-tender: <ul style="list-style-type: none"><li>• The process involves Electronic Bidding for submission of Technical and Financial Bid.</li><li>• During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li><li>• The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li><li>• All electronic bids submitted during the offline process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li><li>• <u>Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason hereof.</u></li><li>• No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li><li>• Any kind of query /representation by hand will not be entertained / accepted.</li></ul>
5	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
6	No deviation on the technical and Financial terms & conditions are allowed.
7	The tender inviting authority has the right to cancel this tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
8	The bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five thousand only) in the form of a Bank guarantee or demand draft or pay order in favor of Uttar Pradesh Gramin Bank, Payable at Mahoba. Such Draft / Pay order should be in separate third cover marked as 'EARNEST MONEY DEPOSIT'.
9	The Firms / companies registered under MSE are exempted for EMD as per the latest Govt. guidelines. The bidder should present their Govt. approved certificate in technical bid for such exemption.
10	The TECHNICAL BID should include the name and address of the firm / company, annual turnover, details of past experience and the offices where they have been performing such duties along with the supporting documents / certificates / Balance Sheet. Technical Bids should not contain any commercial quotes.
11	The FINANCIAL BID should contain the rate against each item separately. Separate envelope of financial bid should be submitted for each cluster in specified format.
12	The purchase order will be given by the Regional office and the invoice should be raised to Regional office for the consignee location by post.
13	The Bank reserves the right to reject any or all the tenders without assigning any reasons.
14	The tenders must be submitted by the date as mentioned. The tender will be opened by the Tender Committee at Uttar Pradesh Gramin Bank, Regional Office, B-59, Awas Vikas, Mahoba, Uttar Pradesh - 210427.

## C. Eligibility Criteria

The firms / companies fulfilling the following terms and conditions may submit their bid by post.





- 1) Bidder must submit documents along-with document index on starting of dossier.
- 2) The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, **should be 20.00 lakh or above**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turn-over details for the relevant period shall be uploaded with the bid.
- 3) The firms/companies should have at least 3 years' experience in providing maintenance and support services for computer hardware and peripherals, including Comprehensive Annual Maintenance Contracts (AMC) or equivalent work.
- 4) It should have been registered with Tax Department for Work Contract / GST / PAN. Copies of their PAN / GST No. certificate should be submitted with Technical Bid. The bidder should submit a certificate in support of ISO9001 Certification and ISO 27000 Certification.
- 5) The bidder must have a permanent office in Mahoba/Hamirpur/Kanpur. In case of rented premises bidder needs to submit rent agreement which should be one year older on last date of tender (in case of office shifting consecutive agreement require to submit) . Bank reserve the right to visit bidder's referenced office for verification purpose. Any variation / misinformation will impact evaluation of technical proposal.
- 6) The bidder should not be black-listed from any reputed institution i.e. Banks, financial institutions, Govt. institutions / departments, RBI, NABARD etc. **An undertaking in this regard must be submitted with the bid.**
- 7) The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. **An undertaking in this regard signed by the authorized person of the firm / company must be submitted with the bid.**
- 8) Not fulfilling any criteria listed in Eligibility criteria shall lead to disqualification and no further correspondence shall be entertained.

#### E. Scope of Work:

SN	Scope of Work
A	CAMC
1	The Scope of contract covers comprehensive annual maintenance of Computer Desktop & peripherals viz. CPU, Monitor, Laser / Inkjet / MF Printer, Passbook Printer, CTS Scanner, Scanner (Flatbed & other) Dot-matrix printer for the period of <b>one year from 10.09.2025 to 09.09.2026</b> .
2	The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts including all plastic parts without any extra payment. Repair and replacement of plastic part does not cover plastic body of equipment.
3	The vendor will be required to provide maintenance for Operating Systems, Installation / up-gradation or Re-Installation of Operating Systems, Software / hardware up-gradation / Installation (Including Finacle software, Active directory, and Network access control) and updation of Anti-Virus Software, Installation and configuration of peripherals as required by the Bank from time to time. The Bank will provide all the required software and additional hardware (in case of up-gradation) if required. The rates quoted should cover onsite maintenance of the operating system, software installation, computer data backup, preemptive actions against virus spread, detection / removal of virus and all the activity mentioned in the document.
4	While shifting any hardware / part of hardware out of the Bank's premises for repairs, the vendor will have to arrange for temporary replacement of the respective hardware / part before shifting of hardware / part of hardware.
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. CAMC vendor should keep sufficient spares at Regional Office location of the bank and should provide the replacement parts including hard disks, CD-Drives, power supplies, cards, memory, monitors etc. within a reasonable period and in no case more than 48 hours.
6	The vendor would be required to carry out periodic preventive maintenance activities on all the equipment under CAMC on starting of each quarter. This includes periodic cleaning and replacement of parts which are subject to wear and tear (not consumables), without any cost to the bank





	including plastic parts and status has to be provided to Regional Office for each quarter before releasing the payment.
7	The vendor will have to support the Finacle and other modules in integration / configuration with the equipment whether it is covered or not covered under CAMC installed at different branches and offices of the Bank for example LINE / DMP / Passbook / laser / inkjet / Cash Receipt printer settings.
8	The vendor is required to attend the call /complaint within 4 hours of logging the complaint for the local branches / office located within the radius of 25 Km of district headquarters and within 24 hours for rest of the branches. The vendor is required to resolve the call / complaint within 48 hours of logging the same in any case i.e. either repair or replacement of faulty parts.
9	It shall be the responsibility of the vendor to make all the 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 / company is liable to rectify it even after the expiry of the CAMC contract.
10	The vendor should provide a helpdesk to act as a single point of contact over Phone, Email and / or Web portal for managing all requests for services, logged by our Branch / offices on all bank working days during the office hours i.e. from 09:30 AM to 06:00 PM from Monday to Saturday. The vendor must provide a complaint number for new service request over Phone as well as over Email / SMS. Registration and tracking of complaint over internet through web portal is also preferable.
11	The firm shall be responsible for taking back up of data and programme available in PC before attending to the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement from the user. In case of data is lost, the firm shall be responsible for recovering the same at their cost.
12	In case of equipment that are not under AMC, but are under warranty services of some other vendor (OEM support), 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. The AMC vendor is also required to undertake to provide services of installation, configuration of hardware & peripherals procured from other vendors as per Bank's requirement.
13	<p>Apart from the periodical preventive maintenance services including cleaning, repair and replacement of parts and accessories, the vendor will be required to provide services like;</p> <ol style="list-style-type: none"> <li>Attending the calls of the branches for resolution regarding issues related to maintenance of hardware and peripherals, installation, configuration, up-gradation and monitoring activities related to Bank's Core Banking Application Software - Finacle, AADHAAR Authentication, CKYC, installation &amp; configuration of various software, application in Uttar Pradesh Gramin Bank in the PCs wherever &amp; whenever required.</li> <li>Installation, re-installation &amp; maintenance of operating systems and various application software like MS Office, outlook-MMS, Java and Internet browser configurations &amp; settings.</li> <li>Installation and configuration of various application like NCR-for CTS enabling smooth functioning in all the branches and offices on daily basis</li> <li>Maintenance, Formatting, Installation, Upgrade, Repairing &amp; Configuration of PCs for installation, re-installation and upgrade of Bank's in-house utility software Non CBS multiple applications, etc.</li> <li>Primary investigation and support regarding switch, modem, cable connections, hardware tagging, LAN cable tagging and network rack related issues faced by the branches on daily basis and submit the report to regional offices.</li> <li>Installation, repairing, maintenance &amp; configuration of peripherals like PCs, printers, network printers, scanners, passbook printing, biometric devices etc., as required by the Bank from time to time.</li> </ol> <p>The rates quoted should cover comprehensive onsite maintenance of the operating systems, software installations, installation of patches, up-gradations, Finacle DC/DR installation &amp; configuration, data recovery, installation, de-installation, re-installation, configuration of application and operating software and hardware, pre-emptive action against virus detection and/or removal, configuration of internet / e-mail, java settings, configuring applications (client / server), connectivity between computers and Peripherals like Printers, PBs, Biometric devices, Scanners.</p>



<b>B</b>	<b>Dedicated Resource</b>
1	The successful bidder will provide one dedicated resource person for Regional Office as resident engineer. The working hours of the resource will be from 09:30 AM to 6 PM on all working days (Monday to Saturdays). Bank will provide the necessary facility at helpdesk location e.g. Desktop and internet etc.
2	In case of equipment that are not under AMC, but are under warranty services of some other vendor (OEM support), the resources 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. The resource will cover scope of work mentioned in section- A for those Computer Desktops & peripherals also which are under OEM support / warranty.
3	Bidder is responsible for the attendance of the service engineers. In the event of Service Engineer remaining absent / on leave, without substitute thereof, deduction will be made @ Rs. 500/- for each day of absence, from the contracted amount. In case of leave / absence of Service Engineer, alternative arrangements should be provided by the contractor.
4	Service engineer should have sufficient and requisite knowledge for the work as mentioned in scope of work section- A and should be capable to diagnose and provide quick solutions.
5	The Service engineer(s) provided by the firm shall not be changed frequently. However, if found incompetent by Bank, shall be changed by the firm immediately.
6	The services of the engineers/resources may be required on non-working days or beyond office hours on working days on some occasions to meet emergency situation. The bidder shall ensure that on such occasions also the engineers / resources are deputed / available with no extra cost.

#### **F: Engineer cost included in AMC:**

The cost associated with the services of engineers required for the execution and fulfillment of this Annual Maintenance Contract (AMC) are included in the total AMC amount. No separate or additional payment will be made for the engineers' services under any circumstances. Bidders / Vendors are expected to quote reasonable rates so that they can provide very good maintenance services. The final decision in this regard rests with the Bank.

#### **G. Penalty Clause:**

Penalty for Deficiency of Services: Penalty Charges are levied for non-attending the calls, non-completion of task and non-resolution of the complaints (Days are calculated from the date of complaint). Vendor has to resolve the complaints to the satisfaction of the bank / branch within T+1 days. If the complaint is not resolved in T+1 days, then penalty will be levied from the day of 1st complaint and / or intimation. Penalty is levied as below irrespective of the cost and AMC rate of the hardware concerned.

- If not resolved by 2nd day: Penalty of Rs.100/- per day per item for peripherals and Rs.200/- per day per item for Desktop from the date of complaint even if the issue related to configuration support.
- If engineer not visits branches / offices for preventive maintenance during any quarter: 100% of the AMC cost of all the equipment of the respective branch / office. Even after levying of such penalty the vendor has to provide continued AMC services to such branch / office for the remaining portion of the AMC period.
- Penalty for non-stationing and unavailability of the engineers: If dedicated service engineers are not provided and / or if they are not available at the specified promised locations, then a penalty of Rs.500/- per day per engineer shall be levied that shall be deducted from the quarterly bill submitted by the vendor and/or from the EMD / Guarantee Money in addition to the Penalty for Deficiency of Services. The said penalty is also applicable in case the engineer/s placed at the specified locations is / are not working exclusively for Uttar Pradesh Gramin Bank.
- In order to avoid and the minimize the penalty regarding hardware repairing issues, the vendor may provide alternate standby hardware free from which is in good working condition within T+1 days of the complaint to the Bank branch / office to ensure smooth and uninterrupted working of the Bank. In such cases also the vendor should complete repairing (and re-installation) of the affected hardware within 7 days from the date of the respective complaint.



e. If any hardware declared un-repairable by the AMC vendor company, Bank shall take second opinion from outside party (other vendor/s) and if found repairable then the repairing cost including part replacement expenses along with suitable penalty for the time / days lapsed shall have to be borne by the vendor and such penalty amount and other repairing charges shall be recovered from the amounts payable (AMC) to the vendor.

#### H. Other Terms and Conditions:

1. The bank reserves the right to give the order to L-2 Vendor if L-1 vendor is not providing satisfactory services.
2. The contract will be effective for a period of one year only. Bank may extend the same based on the satisfactory services provided by the vendor, at the bank's discretion.
3. The vendor will have to enter into necessary contract with the Bank. The format of Comprehensive Annual Maintenance Contract is as per Annexure-B.
4. The vendor will have to submit a bank guarantee amounting to 05% of total value of CAMC (as per latest Govt. guidelines) once the contract is awarded as per Annexure-B.
5. The Earnest Money Deposit would be refunded after submission of the guarantee. If vendor is not submitting bank guarantee then 05% of the payment will be hold by the Bank during payment. Hold payment will be released either submission of the Bank guarantee or expiry of the AMC period.
6. The resident manpower provided by the vendor should be in the skilled category and the expenses paid to the manpower by the vendor should meet the guidelines regarding salary, wages and necessary deduction like NPS, EPF, etc. as applicable.
7. It shall be the responsibility of the vendor to make all the 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/company is liable to rectify it even after the expiry of the CAMC contract.
8. The Bank is fully empowered to add or remove certain computers or peripherals from the CAMC at any point of time during the contract period. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during the CAMC period will be calculated on pro-rata basis. No advance payment of CAMC charges will be made in any case.
9. 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. CAMC vendor should keep sufficient spares at Regional Office location of the Bank and should provide the replacement parts including hard disks, CD-Drives, power supplies, cards, memory, monitors etc. within a reasonable period and in no case more than 48 hours.
10. 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 after accepting the contract, he will be liable to pay the damage to the Bank including the extra rate, which the Bank will have to pay to any other vendor for getting such work done.
11. The above act of backing out would automatically debar the vendor from any further dealing with the Bank and the EMD amount would also be forfeited.
12. If the vendor will deny providing services for any specific item then the AMC of the item will be deemed to cancel from the current quarterly cycle. If the case is in bulk manner Bank may cancel the entire AMC and debar the vendor from the Bank.
13. In case the call / complaint is not resolved. The vendor will have to monitor the call till its resolution. The vendor will be required to provide the Bank Help desk / call resolution statistics on a fortnightly basis including new / pending complaints to Regional Office. The details provided should include :
  - a. Complaint Number
  - b. Complaint Date and Time
  - c. Date and Time of first visit of engineer after lodging complaint.
  - d. Present Status of complaint (e.g. Pending / Resolved)





- e. Complaint Resolved on (if complaint is resolved or closed)
  - f. Component Name with make & model
  - g. Component / Hardware Serial Number
  - h. User / Service recipient Mobile / Telephone No
  - i. User / Service recipient Email Address
  - j. User / Service recipient Address in full
14. The Vendor will provide insurance cover to its workmen / resident engineers / technicians in the Bank. The workmen / engineer or his legal heirs shall not claim any insurance benefit from the Bank in case workmen / engineer suffer any loss or damage to his body or life or property while working in the Bank premises.
  15. The Vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labour laws prevailing in the country. In the event of any liability arising on account of any breach or non compliance of statutory requirements by the contractor / vendor, 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.
  16. 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 CAMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the CAMC 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.
  17. 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 contract.
  18. 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 CAMC or to any property of the Bank even if it is not covered by the CAMC.
  19. 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.
  20. The Bank shall not consider any request in change of rates of CAMC due to any reason whatsoever, during the period of the contract.
  21. The list of computer and peripherals as given in Annexure is the tentative. The final list will be provided by the Bank at the time of purchase order. Final quantity of computer and peripherals may increase or decrease by 25 percent of total value.
  22. The Bank is fully empowered to change any of these conditions, if wanted, at any point of time.
  23. Kindly check our website <https://upgbank.com> regularly to get the latest updates regarding this tender notice till the completion of tender process.
  24. The wages proposed per person per month should not be less than Standard Minimum Wages as fixed by the Labour department from time to time (inclusive of all statutory levies and Taxes).
  25. It may also be noted that in case of the contractor terminating the contract in midstream without explicit consent of the Department, will be liable to recovery of the amounts to be incurred by this department on maintenance of machines for the balance period of contract by alternative means, even if they are of higher rate than agreed upon in the contract.



26. This tender is not transferable and under no circumstances the successful bidder shall be allowed to sub-contract with any other person/party.
27. The company will not have any legal right to proceed against the Department in the event of late payment due to unforeseen reasons. The undersigned reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of AMC. In case contract is given for higher number of equipment than the number given, then proportionate amount will be increased, if the number is reduced proportionate amount thereof will be reduced. This office does not bind itself to accept the lowest tender and also reserves the right to reject any quotation without assigning any reason whatsoever. Items procured in the middle of the AMC period will also be included in the AMC.
28. No advance payment will be made in any case.
29. Bank reserves the right to get any hardware repaired by any third party vendor in case the vendor is not able to give immediate service as per the requirement of the Bank. Even after this, the vendor has to give continued services. At its discretion, the Bank can recover such expenses incurred, towards such repairing of Hardware from other parties in case of emergency and necessity and when the vendor's service are not prompt, from the AMC amount.
30. In case the hardware is to be moved from place to place (i.e., from branch to workshop etc.), the vendor has to take full responsibility of the safety of the hardware and hardware items and the vendor is solely responsible for arrangements for insurance etc., at their own cost.
31. Vendors / Bidders are importantly to note that mere advising the branch to provide some data or to perform some activity to see whether the problem has been solved shall not be treated as resolution of the problem. Complaint calls can only be closed after ensuring that the actual problem faced by the branch is fully resolved. Bank's acceptance and satisfaction is the base criteria in this regard.
32. After finalization of L-1 rates and selection of L-1 vendor, the vendor/s (whom the maintenance services are offered to) will have to visit, at their own cost, all the branches and offices falling under Uttar Pradesh Gramin Bank's Mahoba Region service area for physical asset listing / verification and have to prepare and submit a branch-wise / office-wise list of inventory mentioning branch / office name, item name, item make & model, item serial number and with a Unique Serial Number within **15 DAYS** of the commencement of AMC contract, to arrive at the actual AMC value, at his own cost. The list must be approved by concerned branch Head under his seal and signature. Necessary changes shall be made to the list as per Bank's requirement. The final AMC amount shall be arrived at on the basis of the list so submitted by the vendor after necessary corrections. Vendors / Bidders to note this hardware list may differ from the tentative quantities given in bid, as there may be variation (+/-25%). During this period the vendor should attend calls of the branches. Otherwise entire AMC amount shall not be payable. If this pre-AMC activity is not being conducted by the L-1 vendor, it will be assume that vendor is agree to accept all the hardware under CAMC.
33. The number of hardware items may be increased or decreased at the time of agreement or even during the year (i.e., during the contract period) which may be included or excluded from the list and the location of the equipment may also be changed. The same rates (so quoted at the time of tender) will also be applicable for the items included or excluded during the AMC period. AMC charges will be payable accordingly on quarterly basis, after completion of each quarter and upon submission of demand along with necessary invoice, maintenance reports and as mentioned in the Payment terms below. New hardware not showing in the list may be taken under AMC at an average percentage rate of total AMC cost finalized for L-1 rates.
34. The quantity mentioned is tentative and is given to arrive at the L-1 Rate. There may be variation in the list finalized by the Bank, compared to the list prepared by the vendor as per TCC and after affecting necessary corrections.
35. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all of the tenders / bids without assigning any reason thereof whatsoever. The Bank can stop, stagnate and discontinue the tender process at any stage or time without assigning any reasons whatsoever. In such case no papers are returnable to the bidders / vendors. The Bank reserves the right to rescind the orders issued regarding work orders and other letters of intent issued regarding selection of vendor/s and / or awarding of AMC and also reserves the right to terminate the AMC even during the currency of the AMC period without assigning any reasons whatsoever.




36. In all cases the decision/s taken by the Bank is final and representations from the bidders / vendors are not entertained. Only bidders who are ready to abide by the Bank's decision need to participate in the tender process. Participation in tender process by submitting bids shall be presumed and reckoned as vendors' agreement and acceptance to the rules, stipulations, guidelines, terms and conditions of Bank and tender.
37. The vendor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and Other Laws prevailing in the country. In the event of any liability arising on account of any breach or non compliance of statutory requirements by the contractor / bidder, the Bank would have the right to reimburse itself by way 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.
38. Only those vendors / bidders should participate in the tender process who accepts to provide continued maintenance services (under the same rates, TCC of the tender) even in case of shifting, merger and split of branches and / or regions during the contract of the AMC period with the consent & acceptance of the new region under which the branch/s shifted would fall under.
39. The bidder will not subcontract or permit anyone other than the vendor personnel to perform any of the work, services or other performance mentioned under scope of work.
40. The payment will be made on quarterly basis after successful submission of quarterly Preventive Maintenance Reports of all equipment along with call logged, current status of calls and certificate of satisfactory services from the Regional Office.
41. In case of chargeable calls, Bank will pay the chargeable call's invoice amount. Bank reserves the right to cross check the rate / cost of the services / spare part claimed / changed by the bidder under a chargeable call. Further, in case of variation in rates / cost from standard open market rate, Bank may ask quotation from three independent firms from open market and the lowest rate / cost of the three quotations / rates will be paid to the bidder for the work / services / spare part against the invoice submitted by the bidder.
42. In case of hardware upgradation requirement, bidder needs to upgrade the hardware covered under CAMC (viz. additional RAM requirement for the Desktop). Bank reserves the right to cross check the rate / cost of the up gradation. In case of variation in rates / cost from standard open market rate, Bank may ask quotation from three independent firms from open market and the lowest rate / cost of the three quotations / rates will be paid to the bidder for the up gradation work against the invoice submitted by the bidder.
43. In the event that the COMPANY shall cease conducting business in the normal course, or windup, 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 actor statute of any country or state relating to insolvency or the protection of right or rights of creditors, then (at the option of Bank notwithstanding clause of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.
44. **Payment Terms:** Payment shall be released on quarterly basis after successful completion of the respective quarter after providing satisfactory services and upon submission of invoices by the vendor and after deduction of penalties and dues if any, subject to the following;
  - a. The rates (From among the Price Bids received from the participant vendors) finalized in the tender process shall be final and payable against satisfactory services after deduction of penalties and other dues if any.
  - b. Demand with Invoice mentioning the Quarter and separately mentioning the items by name, Rate, Quantity, Unit Rate and Total Amount.
  - c. Quarterly Preventive Maintenance Reports and Service Reports with the sign and stamp of branch officer / head after rendering satisfactory services during the quarter by the vendor.
  - d. There should be no complaint pending for completion at the time of quarterly claim as well as final claim submission by the vendor.





- e. Bank reserves the right to deduct the penalties and other amounts from the amount claimed in the invoice at the time of actual payment against the invoice submitted by the vendor.
- f. Vendor/s should submit downtime details and complaint resolution details while submitting demand for payment.



  
Regional Manager,  
Regional Office, Mahoba.

**FORM1**  
**PROPOSAL FORM FOR TECHNICAL BID**

Date:.....

To:

The Regional Manager,  
Uttar Pradesh Gramin Bank,  
IT Department,  
Regional Office,  
Mahoba – 210427.

Sir,

**Re : Request for proposal for Comprehensive Annual**

**Maintenance Contract of the computer hardware and peripherals.**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry Comprehensive Annual Maintenance Contract, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to execute the Comprehensive Annual Maintenance Contract in accordance with the terms and conditions specified in the Bid Document.

If our Proposal is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 percent of the Bidding 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.

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 is not bound to accept the lowest or any Proposal received. Dated this .....  
day of ..... 202..

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of:



**FORM1A**

**Declaration / undertaking**

**(To be included in Technical Bid)**

Date:.....

To:

The Regional Manager,  
Uttar Pradesh Gramin Bank,  
IT Department,  
Regional Office,  
Mahoba – 210427.

Sir,

**Re : Undertaking for non-blacklisting, under liquidation and bankruptcy.**

This is in reference to your above cited tender reference number ..... dated .....  
Regarding comprehensive onsite Annual maintenance contract for maintenance of computer hardware and peripherals.

We, hereby declare that, we are not blacklisted by any Banks, financial institutions, Government's institutions / departments, RBI, NABARD etc. in the past anywhere in India.

We also declare that, we are not be under liquidation, court receivership or similar proceedings, and also not be bankrupt.

Thanking you.

Dated this.....day of ..... 202..

(Signature)

(In the capacity of)

.....  
.....  
.....

Duly authorized to sign for and on behalf of





**INFORMATION TO BE FURNISHED ALONGWITH THE PROPOSAL  
FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

1. Name of the Organization / Firm:
2. Registered Address:
3. Local Address:
4. Year of establishment:
5. Status of the Firm:
  - a. (whether company / firm / proprietor)
6. Name of Director / Partner / Proprietor
  - 1.
  - 2.
  - 3.
  - 4.
7. Whether registered with Registrar of Companies / Registrar of Firms. If so, mention number and date.
7. Name and Address of Bankers:
  - a) Enclose Solvency Certificate from the Bankers:
8. Whether registered for Sales Tax / GST purpose. If so, mention number and date
9. Mention permanent account Number.
10. If you are registered / empanelled / approved with any other organization / Dept. Banks etc.  
Furnish their names, category and date of registration / empanelled.
11. Details, description and value of CAMC works done for banks during the last five years only.  
Rs. ( in Lakhs)

Name of Institution	Period	Value of work done

(Enclose certificates / proofs in support of your claim)



12. Furnish the names of the organization & the responsible representatives who will be in position to certify about the quality as well as past performance of your organization.

13. No. of Engineers, Technical Qualified Employee employed by the Firm (bidder can annexed list separately)

Name	Designation	Qualification	Experience	Year with The Firm	Any other

14. Details of the Organization / Firm as per last three years audited Balance sheet(also attached copy of audited balance sheets)

Year	Total Turnover of the year (amt in Rs)	Annual Turnover from AMC services / Maintenance of computer hardware and peripherals	Audited Balance Sheet Attached (Yes/No)
2022-23			
2023-24			
2024-25			

15. Name of Responsible person in Mahoba District.

SN	ADDRESS	NAME OF RESPONSIBLE PERSON	QUALIFICATION OF RESPONSIBLE PERSON

Place:

Date:

Signature of Proprietor /

Partner / Director with seal



## FORM-2

## Annexure-A

**PROPOSAL FORM (PRICE PROPOSAL)**

(To be submitted with financial bid by post)

**TENTATIVE QUANTITY OF THE EQUIPMENT'S PROPOSED TO BE COVERED UNDER  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AT VARIOUS BRANCHES**

Sr. No	Items with brief details of the Configuration / Make / Model	Estimated Quantity*	AMC Rate per Unit per year	Total Cost
			(Inclusive of all taxes / GST etc.)	
1	Desktop: All make and Models available in branches (Other than those currently in warranty)	110*		
2	Passbook printer Epson:PLQ20/30/35/latest available, Olivetti :pr2plus or equivalent	65		
3	Dot matrix printer: All make and Models available in branches	-		
4	Laser Printer HP:1020 /1020+, MSP1005 / 1136 Canon:LBP6230, feeder Scanner, EPSON M1170 ink-tank printer or equivalent and others	121		
5	Scanner Canon:LIDE110 / 100 Epson:V19 / V39, or equivalent	70		
6	CTS Scanner: All make and Models available in branches	2		
7	Desktop (ACER – Warranty & Other) <b>Software Support</b>	310*		
8	MFP			
9	Expense for Resident Engineer			
<b>Total CAMC Cost (including taxes)</b>				
<b>Amount in words</b>				

Quantity mentioned are indicative in above table and the exact quantity will be given with Purchase Order (PO). The AMC charges of hardware will be paid on pro-rata basis as and when the hardware will be included in the AMC.

The quantity is estimated and may vary, as per the tender terms.

Taxes shall be paid by vendor as per Govt. rules and regulations.

I agree that vender quoting lowest rate as per total of all items from Sr. No. 1 to 7 will be awarded comprehensive annual maintenance contract.

Seal & Signature of the tenderer

Date:

Place:



# Annexure-B

## AGREEMENT FOR MAINTENANCE OF COMPUTER AND PERIPHERALS

THIS AGREEMENT made at \_\_\_\_\_ on the \_\_\_\_\_ day of 20 BETWEEN UTTAR PRADESH GRAIN BANK, REGIONAL OFFICE, MAHOBA a body corporate constituted under the Regional Rural Bank Act 1976 (hereinafter called "Bank") which expression / shall include its successors and assigns and, <<Name of company/firm/institution>> Incorporated under the Companies Act, 1956 and having its Registered Office at <<Registered address of company / firm / institution>> (Here in after called "THE COMPANY") which expression shall include its successors and assigns.

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

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

### 1. COMMENCEMENT AND TERM:

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

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

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

### 2. CHARGES:

2.1 The charges payable by Bank to THE COMPANY for the repair and maintenance services described herein, are indicated in RFP (request for proposal) attached and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

2.2 THE COMPANY shall submit to the Bank their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) are that they shall be payable as indicated in RFP (request for proposal).

### 3. REPAIR AND MAINTENANCE SERVICE:

3.1 During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will



Provide the following repairs and maintenance service:

- a) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENT and shall repair and replace worn out of defective parts including all plastic parts of the EQUIPMENT during Bank's normal working hours i.e. from 09:30 A.M. to 6.00 P.M. as mentioned in RFP (other than bank holidays and Sundays). In cases where unserviceable parts of the EQUIPMENT need replacement THE COMPANY shall replace such parts, at no extra cost to Bank, with brand new parts or those equivalent to new parts in performance. Provided that if THE COMPANY is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, floppy disks, these will incur an additional charge.
- b) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephonic, email notice by branches / offices within 4 hours of logging the same for the local branches located within the radius of 25 Km of district headquarters and within 24 hours for rest of the branches. The vendor must provide the user with a complaint number for new service request over Phone as well as over Email / SMS.
- c) The vendor is required to resolve the call / complaint within 48 hours of logging the same in any case i.e. either repair or replacement of faulty parts. If calls / complaints are not resolved within the mentioned timeframe, a penalty of Rs 500/- per day per equipment will be imposed to vender. Such penalties may be cumulated up to 25% of the total value of CAMC of that quarter.
- d) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to Bank in proper working condition for 98% of the up time.
- e) THE COMPANY shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

**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 then once in a quarter for every subsequent quarter during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes Bank's operational needs and agrees that Bank shall have the right to require THE COMPANY to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.



- f) If quarterly preventive maintenance schedule of equipment is not adhered to, a Penalty of Rs. 100/- for peripherals, Rs. 200/- for each desktop unit may be imposed to vendor, at the discretion of the Bank. Completion of Preventive maintenance schedule will entail updation of anti-virus patches, Operating System patches and carrying out of diagnostics tests.
- g) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this AGREEMENT, shall be made to the EQUIPMENT at no cost to Bank.
- h) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the EQUIPMENT.
- i) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the Equipment. The Company's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Company's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.
- 3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY; and the parts replacing the withdrawn parts shall become the property of Bank.
- 3.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 3.4 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 3.5 If, in any month, THE COMPANY does not fulfill the provisions of clauses 3.1(c), (d), (e) and (f) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract as per the provisions of clause 11 hereinafter. In such event THE COMPANY will credit the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank.





4. **FORCE MAJEURE:**

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

5. **SUBCONTRACTING:**

5.1 THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement without the prior written consent of the Bank.

6. **EQUIPMENT ATTACHMENTS:**

6.1 Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase THE COMPANY cost of performing repair and maintenance service.

7. **SECURITY:**

7.1 THE COMPANY agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at Bank's premises and externally for materials belonging to Bank.

8. **CONFIDENTIALITY:**

8.1 THE COMPANY acknowledges that all material and information which has or will come in to its possession or knowledge in connection with this Agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this Agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement are fully satisfied.



**9. LIABILITY AND INDEMNITIES:**

9.1 THE COMPANY represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE COMPANY agrees that it will, and hereby both 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. Limitation of Liability:**

10.1 Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of vendor, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of first claim. Total Aggregate liability of vendor for all claims shall not exceed the total fees received by vendor under this Agreement.

**11. BUSINESS TERMINATION:**

11.1 In the event that the COMPANY shall cease conducting business in the normal course, or windup, 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 actor statute of any country or state relating to insolvency or the protection of right or rights of creditors, then (at the option of Bank notwithstanding clause of the Agreement) this Agreement shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

**12. TERMINATION OF THIS AGREEMENT:**

12.1 This Agreement may be terminated by either party in any of the following circumstances:

- a) Under the provision of clause 1.1 of this Agreement, unless renewed by mutual consent of the parties hereto.
- b) If Bank do not make payments due to THE COMPANY under this Agreement in terms of clauses 2.1 and 2.2 above.
- c) Under the provision of clause 2.4 of this Agreement.
- d) Under the provision of clause 4.1 and / or 10 of this Agreement.



- e) By giving one month's notice of such termination to the other by either of the parties to this Agreement.

**13. ARBITRATION:**

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

**14. PAYMENT:**

14.1 The payment will be made on quarterly basis after successful submission of quarterly Preventive Maintenance Reports of all equipment and certificate of satisfactory services from all concerned Branches of the Region..

**15. GENERAL:**

15.1 This agreement between the parties are subject to the full and effective application of all terms and conditions mentioned in point number 4 (Other Terms and Conditions) of RFP.

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

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

15.4 Each party warrants and guarantees that it has full power and authority to enter in to and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledged that it has read this Agreement, understands it, and agrees to be bound by it.

15.5 Words importing the singular include the plural and vice-versa.





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

SIGNED, Sealed & Delivered for and on behalf of 'The Company'.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title & Seal)

SIGNED, Sealed & Delivered for and on behalf of Regional Office, Mahoba.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title & Seal)



## Annexure-C

### Format of the Bank Guarantee to be submitted by the vendor

To,

The Regional Manager,  
Uttar Pradesh Gramin Bank,  
IT Department,  
Regional Office,  
B-59, Awas Vikas,  
Mahoba – 210427.

BANK GUARANTEE Rupees ...../- (Rupees..... only)

This guarantee is made on this day of <<month year>> by **ABC bank**, having its Registered / Head office at **Plot No. 000, Sector —000, town , city** and among others a branch office at **issuing bank Branch Address** (hereinafter called the "Bank" , which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of **UTTAR PRADESH BANK BANK, REGIONAL OFFICE, MAHOB**A a body corporate constituted under the Regional Rural Bank Act.1976 having its **Head Office at B-59, Awas Vikas, Mahoba - 210427**. Hereinafter referred to as "Uttar Pradesh Gramin Bank" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns).

WHEREAS **Company Name**, incorporated under **companies Act 1956** having its registered office at **Registered office of company** and principal place of business at **Lucknow** hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning there of shall include its successor, executor & assigns) has agreed to provide the services of AMC of Computer Hardware, & Peripherals (hereinafter called "Services")

WHEREAS, Uttar Pradesh Gramin Bank, Mahoba Region has agreed to avail the Services from the Service Provider for a period of ONE year.

WHEREAS, in accordance with terms and conditions of the Agreement, Service Provider is required to furnish a Bank Guarantee for a sum of **Rupees 00,00,000/- (Rupees \*\*\*<<amount in figure>>\*\*\* only)** for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Agreement guaranteeing payment of the said amount **Rupees 00,00,000/- (Rupees \*\*\*<<amount in figure>>\*\*\* only)** to Uttar Pradesh Gramin Bank, Mahoba Region if Service Provider fails to fulfill its obligations as agreed in the Agreement and RFP.

WHEREAS, the Bank Guarantee is required to be valid for a total period of **12 months** i.e. **dd-mm-20yy** and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the Agreement, Uttar Pradesh Gramin Bank, Mahoba Region shall be entitled to invoke the Guarantee.

AND WHEREAS, the Bank, at the request of **Service Provider**, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of **Rupees 00,00,000/- (Rupees \*\*\*<<amount in figure>>\*\*\* only)**



**NOW THIS GUARANTEE WITNESSED THAT**

(a) In consideration of Uttar Pradesh Gramin Bank, Mahoba Region having agreed to entrust the Service Provider for rendering Services as mentioned in the Agreement and RFP, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP, we (the Bank) shall on demand(s), from time to time from Uttar Pradesh Gramin Bank, Mahoba Region without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and Uttar Pradesh Gramin Bank, Mahoba Region, pay Uttar Pradesh Gramin Bank, Mahoba Region Bank forthwith the sums so demanded by Uttar Pradesh Gramin Bank, Mahoba Region in each of the demands, subject to a cumulative maximum amount of **Rupees 00,00,000/- (Rupees \*\*\*<amount in figure>\*\*\* only).**

(b) Any notice / communication / demand from Uttar Pradesh Gramin Bank, Mahoba Region to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Bank without any delay.

**2. WE ABC Bank (BANK), HEREBY FURTHER AGREE & DECLARE THAT:**

(a) Any neglect or forbearance on the part of Uttar Pradesh Gramin Bank, Mahoba Region Service Provider or any indulgence of any kind shown by Uttar Pradesh Gramin Bank, Mahoba Region to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, if mutually not agreed, release or discharge the Bank from its liabilities under this Guarantee.

(b) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by Uttar Pradesh Gramin Bank, Mahoba Region at its discretion.

(c) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Bank or by merger or amalgamation or any change in the Constitution or name of the Bank.

(d) The guarantee shall not be affected by any change in the constitution of Uttar Pradesh Gramin bank, Mahoba Region or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.

(e) This guarantee shall be a continuing guarantee during its validity period and the Uttar Pradesh Gramin Bank, Mahoba Region can make its claim in one or more events within the total liability of the Bank mentioned herein.



**Notwithstanding anything contained hereinabove:**



(I) The Bank's over all liability under this Bank Guarantee shall not exceed Rupees 00,00,000/- (Rupees \*\*\*<<amount in figure>>\*\*\* only).

(ii) This Bank Guarantee shall be valid up to dd-mm-20yy.

(iii) We are liable to pay the up to the guarantee amount only and only if we receive from you a written claim or Demand not later than 12 months from the said expiry date

i.e. dd-mm-20yy.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorized official.

Signed and Delivered

\_\_\_\_\_  
\_\_\_\_\_

