

ANNUAL MAINTENANCE CONTRACT

This agreement made at Lucknow on this _____ day of 2021, between _____ a company registered under the Companies Act, 1956 and having its Corporate office at _____ hereinafter called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors and M/s UNITED INDIA INSURANCE COMPANY LTD., a company registered under the Companies Act, 1956 and having its Registered office at #24, Whites Road, Chennai 600 014., hereinafter called "THE COMPANY" or "UIIC" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's inclusive of repairs, replacement and preventive maintenance of equipment's along with other allied services set forth in the Annexure enclosed.

1. SCOPE OF AGREEMENT:

The contract shall be in force for the period from _____ to _____ and shall cover all those items as specified in the Annexure-4 to this agreement. That the prices as specified in the Annexure-4 (attached with agreement) shall not be subject to any escalation. GST and other taxes as applicable alone would be reimbursed as shown in the invoice.

2. OBLIGATIONS OF THE VENDOR:

The vendor shall provide the following services to keep the equipment in good working condition.

2.1.1 It is mutually agreed that the vendor will undertake preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior of the equipment and necessary repairing of the equipment) once in a quarter. (For BO/DO Quarterly PM and for Micro Offices Half yearly PM should be done.)

2.1.2 Unscheduled on-call corrective and remedial maintenance services to set right the malfunctions of the system. This includes replacement of unserviceable parts including Hard Disks, Floppy Drives, CD-Drives, DAT drives, Picture Tubes, Network Interface Cards, trouble-shooting for LANs including resolving network connectivity problem, etc and all electronic parts except those specifically excluded under this agreement, Trouble-shooting for LANs including resolving network connectivity problem, etc.

2.1.3 Maintenance/Installation of operating system, Installation of OS patches, Up-gradation of OS, Installation of CDMS Softwares, Office Suites, Oracle RDBMS, Anti-virus software, preemptive actions against virus spreads, detection/removal of virus, data transfer, Data Recovery, Configuration of Internet, Configuration of Applications (client/server), Installation of Hardware Accessories and any other software as called for by the company from time to time. (Licensed Software would be provided by UIIC).

2.1.4 The vendor shall not sub-contract or permit any third party other than the Vendor's personnel to perform any work or service or other performance required of the Vendor under this agreement without the prior consent of the company.

2.1.5 If the machines covered under this agreement are not attended for repair or problems are not rectified within the time frame mentioned in Annual Maintenance Agreement, such defective machines would be repaired by some third party and the amount spent for such repairs would be billed to the AMC vendor and the same shall be in addition to the penalty imposed.

2.1.6 The vendor shall submit consolidated report furnishing the details of breakdown calls attended and its status on quarterly basis along with the Invoice for AMC payment.

2.1.7 The vendor shall provide a minimum of one resident engineer at UIIC RO, Lucknow on all working days (Monday to Friday). However, the number of resident engineers have to be increased by the vendor in case there is additional workload. The engineer/s have to work on holidays and after office hours, if necessary. If any resident engineer takes leave, a suitable replacement would have to be provided during the leave period. The resident engineer/s will not be normally deputed for any outside calls except at Regional Office, Lucknow. The vendor should make alternative arrangements for servicing calls received from Operating Offices.

2.1.8 Replacement of parts will be at the vendor's cost with original spares of the brand/make of the computer and peripherals as far as possible. In the event of non-availability of the spare parts, equivalent or higher configuration components should be substituted with the company's consent.

2.1.9 The vendor should maintain adequate stock of all components at RO/UIIC premises as well as at vendor's office located at various locations in UP to attend to service calls immediately. A Standby equipment of similar or higher capacity must be provided, if the equipment is expected to be down for more than 24/48 hours as the case may be.

2.1.10 The vendor should hand over the systems in working condition to the company after expiry of the contract. In case any damage is found at the time of handing over, the vendor is liable to rectify it even after the contract period.

2.1.11 In the case of major fault necessitating the equipment to be taken to Maintenance vendor's office/factory, STANDBY equipment of similar or higher capacity in good working condition has to be provided at no extra cost. The cost of the transportation of any defective item for repairs shall be borne by the Vendor.

2.1.12 All repairs and maintenance service shall be performed by qualified and authorized personnel totally conversant and familiar with the system.

2.1.13 UIIC shall not be responsible for any use of unlicensed anti-virus software, if any, used by the Service Provider. The responsibility shall rest with the Service Provider for using unlicensed software.

2.1.14 In addition to the above, the Service Provider is required to provide Level 1 support for the systems that are under warranty. The scope of level 1 support includes receiving and attending the user calls and identifying the problem. Problems with the hardware or OEM installed OS are to be logged with the concerned Service Provider. The onus will then lie on the concerned Service Provider to ensure that the calls are closed.

2.1.15 The UIIC reserves the right to claim as damages from the Service Provider to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the Service Provider, damage has been caused to equipment covered by the AMC or to any property of the UIIC even if it is not covered by the AMC.

2.1.16 Updated Escalation Matrix of contact Persons of the Service Provider from Time to Time shall be provided for reference to all the UIIC Offices.

2.1.17 In the absence of any engineer/personnel, it shall be the responsibility of the Service Provider to depute another competent and experienced engineer during the period of absence of the designated resident engineer/personnel. The maximum permissible absence of engineer will be 5 days in the entire AMC period. A penalty of 2% of total AMC charges will be charged for every additional day of absence.

2.1.18 The Service Provider will provide insurance cover to its resident engineer(s) in the UIIC. The engineers or their legal heirs shall not claim any insurance benefit from the UIIC in case engineers suffer any loss or damage to their life or person or property while commuting /working in the UIIC Premises.

2.1.19 Service Engineer should not be minor. Vendor should follow labour laws related payment of engineer and working hours.

3. LIQUIDATED DAMAGES:

The vendor shall attend to on-call services within 16 hours of lodging of the complaint for city offices (offices located at RO Locations and Urban agglomeration if any) and within 48 hours in respect of all other offices respectively. Further the vendor should close all service calls within 24 hours of lodging of calls in respect of city offices (offices located at RO Locations and Urban agglomeration if any) and in respect of all other offices within 72 hours respectively. This is excluding weekly holidays and public holidays.

UIIC will be free to get the machine attended/ repaired from another Service Provider for non-attending the call by stipulated time period and the cost will be adjusted against the Service Provider's due bill.

In the event the vendor is not able to close the call within the above-stipulated time a standby system of similar or higher capacity in good working condition should be provided within the time limit mentioned in 1st paragraph of Liquidated Damages, failing which penalty would be levied as under.

Penalty Rates for Delay in service as bellows: -

500/- per working day per Laptop

500/- per working day per Server

300/- per working day per Desktop computer including Peripherals

300/- per working day per network equipment

In addition to the above penalty, the following additional penalties will be levied for non-compliance of above conditions respectively, per quarter:

- Vendor should provide either **Call Monitoring Tool** or should agree to provide **Weekly** (on every **Friday**) Call Report. If vendor fails to provide any call report, a penalty to the tune of Rs. 1000 per Call Report not submitted will be imposed.
- 10% of the quarterly payment for failure to execute preventive maintenance (For BO/DO Quarterly PM and for Micro Offices Half yearly PM should be done.)

4. OBLIGATIONS OF THE COMPANY

4.1.1 The company shall pay Annual Maintenance Charges as mentioned in this agreement for the equipments specified in the Annexure. The maintenance charges are payable at the end of each quarter after reviewing the performance of the vendor. The company shall effect payments of the AMC charges after completion of 15 days from the date of receipt of Invoice and all documents as stipulated in various paragraphs/ clauses herein.

4.1.2 The company will use UPS for ensuring stabilized power supply.

4.1.3 The company shall provide place with telephone extension for the resident engineer.

4.1.4 The company would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

5. ENHANCEMENT / UPGRADATION OF EQUIPMENT

The company shall have the right to make changes or attachments to the equipment's provided such changes or attachments do not prevent proper maintenance from being performed. All engineering changes generally adopted hereafter by the vendor for equipment similar to that covered by this agreement shall be made to the equipment at no cost to the company.

The actual quantity of equipments covered under the AMC may be increased or decreased by mutual written consent of both parties provided always that such consent is not unreasonably withheld. In the event that the quantity is increased the vendor is entitled for AMC charges on Pro-rata basis.

6. WORKING DAYS

The services of the vendor shall be available to the company from Monday to Saturday. Under exceptional circumstances, the service of the vendor shall be available on Sundays/Holidays at no extra cost.

7. REPLACEMENT OF PARTS

The vendor shall replace any parts of the hardware on failure with hardware parts having similar or equivalent functional capabilities.

Parts required for the maintenance of the equipment and / or correction of faults will be supplied at no extra cost to the company. Faulty parts except Harddisks or other data drives removed from the system belong to vendor. However, the company can retain the same and use at its own sole discretion to maintain the equipment.

8. RELOCATION OF SYSTEMS

During the maintenance agreement in force, the company may relocate the system and keep the vendor informed. In case of relocation of equipment, transport and other incidental charges will be borne by company.

9. EXCLUSIONS

This maintenance agreement does not include:

1. Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under this agreement.
2. Damage resulting from accidents, fire, lightning or transportation. The cost of repairs or replacements due to these factors will include charges for labour as well as charges for parts, which is payable to the AMC vendor apart from AMC charges.
3. Work due to alterations in the equipment by persons other than Vendors' personnel (except for minor rectification by UIIC in house systems engineer after intimating the Vendor).
4. Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.
5. Plastic parts, Teflon sheet, printer kit and Printer heads are not covered under AMC.
6. The system maintenance does not include the cost of consumables like ribbons, magnetic tapes, Inkjet Cartridges, floppy, laptop battery and battery used for real time clock. Toner cartridges and Fuser Assembly in case of Laser printers shall be treated as consumable.

10. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT

This contract will be valid for the period from _____ to _____ with a provision to extend the same for a further period of one year or part thereof on the same rates, terms and conditions on mutual consent.

UIIC will have exclusive right to terminate the contract by giving one month's notice to the service provider.

The Service provider has to give three months' notice to UIIC before cancellation of the contract.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 30 days' notice in writing in any of the following events:

(I) The Vendor commits a material breach of the Agreement which is incapable of remedy; or

(ii) The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Company specifying the event of default and requiring its remedy.

(iii) The Company and the Vendor may by notice in writing to the other terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy. Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the vendor arising out of the Agreement.

11. JURISDICTION AND ARBITRATION

In case of any dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion and if not resolved then in accordance with and subject to the provisions of the Indian Arbitration and conciliation Act 1996 and its subsequent amendment and only Courts of Lucknow only shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

12. FORCE MAJEURE

The vendor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following: -

"Act of God, refusal of permissions or other Government Act, Fire, Explosion, Accident, industrial dispute and the like which renders it impossible or impracticable for the vendor to fulfill its obligations under the contract or any other cause/circumstances of whatsoever nature beyond vendor's control".

13. LIABILITIES & INDEMNITIES

The vendor represents and warrants that the repair and maintenance of service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other entity. The vendor agrees to indemnify UIIC in respect of any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

14. CONFIDENTIALITY

The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information and not to disclose it to any other parties. The vendor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

15. TRAVEL EXPENSES

No travel expenses shall be borne by the Company in respect of travel undertaken by the vendor towards fulfillment of obligations under the Contract.

16. LIMITATION OF LIABILITY

The limitation of liability on any default of vendor will not be more than the purchase order value of arising out of this agreement.

In Witness whereof the parties have executed this contract on the above mentioned date

Authorized Signatory of **THE COMPANY** with official stamp

(Signature)_____ (Name & Designation)

Witness:

(Signature)_____ (Name & Designation)

Authorized Signatory of the **VENDOR** with Official stamp

(Signature)_____ (Name & Designation)

Witness:

(Signature)_____ (Name & Designation)