

## **ANNUAL MAINTENANCE CONTRACT**

This agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of 20 , between (\_\_\_\_\_) a company registered under the Companies Act, 1956 and having its registered 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., REGIONAL OFFICE ,BHOPAL a company registered under the Companies Act, 1956 and having its Regional office at United India Insurance Co. Ltd, Regional Office, BHOPAL ,2<sup>ND</sup> BLOCK 2<sup>ND</sup> FLOOR PARYAWAS BHAVAN JAIL ROAD BHOPAL- 462001., 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.

### **1 SCOPE OF AGREEMENT:**

The contract shall be in force for the period from (**01/09/2018 to 31/08/2019**) and shall cover all those items as specified in the Annexure to this agreement. That the prices as specified in this Agreement shall not be subject to any escalation. Taxes as applicable alone would be reimbursed as shown in the invoice.

### **2. SCOPE OF WORK:**

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

- 2.1 The scope of work covers comprehensive on-site maintenance of Desktops.
- 2.2 The replacement of all the spares is included under the AMC. Replacement of defective 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. Faulty parts 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 subject to the payment of its value to the vendor
- 2.3 The vendor shall maintain adequate spare machine and other spares at the site to facilitate any temporary replacement.
- 2.4 The scope of work also includes software issue like Operating system (Windows), reinstallation of OS, Antivirus, software patches, configuration of machine as if required taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, bringing PC to Company domain after reinstallation of PC, installation/configuration of all software's provided by Company like Antivirus, software patches, MS office, Acrobat, Java patches, email client configuration and Browser configuration for GC CORE Software in client machine etc.

- 2.5. The scope of work covers provision of resident service engineer in the Regional Office, BHOPAL from 10:00 to 18:00 hrs on all working days and if required, on Saturdays and Sundays /Holidays and also after 18:00 hrs on working days. One technically qualified service engineer with an experience of not less than 3 years in computer hardware as well as software maintenance will be at the disposal of Regional office. The engineer will remain seat in Regional Office. The engineer will provide online support for immediate solution and liaisons with field engineers deputed for branches.
- 2.6. The vendor should ensure that the equipment reported down (including due to OS related problems) on any working day is set right within 48 hours of reporting the complaint and in no case, later than three working days. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide stand-by of the same till the hardware is returned duly repaired at no extra cost to Company.
- 2.7. The Vendor shall maintain the equipment's as per the manufacture's guidelines and shall use standard and genuine components for replacements.
- 2.8. The timely updating of machine serial numbers will be responsibility of the vendor. The vendor would be required to maintain and submit to our IT Department Regional Office, on quarterly basis, location wise inventory list, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference.
- 2.9. Complaint can be registered either telephonically or by e-mail by respective branch/Office and proper record of the complaints to be maintained by the AMC Vendor.  
Escalation matrix and name of persons coordinating AMC jobs to be submitted to IT Department, Regional Office BHOPAL immediately after AMC is awarded.
- 2.10. The engineers deployed for branches will get signed branch-visit report from Branch Head/Officers and submit one copy to branch. All the copies of branch-visit reports to be submitted to IT Department (in Regional office) quarterly.
- 2.11. A logbook shall be maintained in which the vendor shall record all the complaints made and parts taken out of branches/office for repair. The vendor shall submit copy of consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended and its status on quarterly basis to IT Department Regional Office , BHOPAL.

All the complaints received shall be attended by them in following manner.

- a. Minor faults immediately with telephonic support.
- b. Major faults which require visit to branch within 48 hrs.
- c. The vendor shall be responsible for taking backup data and programme available on PCs before formatting the system and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under Acknowledgement.
- d. Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the vendor's/manufacture's service

workshop for repairs, the same shall be undertaken at the risk and cost of the vendor.

- e. The replacement of components shall be as per manufactures instructions and as per the decision of IT Department ,Regional Office, BHOPAL. No hardware items or parts will be taken out for repair without prior written approval of IT Department Regional Office , BHOPAL.
- 2.12 The AMC co-ordinators of company must ensure their presence during monthly meeting with IT Department, Regional Office to share progress on pending issues of branches in order to make maintenance more effective ensuring best services to the branches.
- 2.13 The AMC Vendor should have the required drivers for maintaining the PCs and peripherals and for configuring them. The rates quoted should also cover the maintenance of operating system, software installation provided by Company, installation of patches, configuration of applications (clients) etc.
- 2.14 The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments.
- 2.15 The AMC Vendor shall carry out Preventive Maintenance (PM) on quarterly basis and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. A separate logbook should be maintained to record the preventive maintenance carried out on each equipment. The AMC Vendor has to submit the preventive maintenance report to IT Department, Regional Office, BHOPAL on quarterly basis for the release of AMC payment.
- 2.16 The schedule of preventive maintenance shall be as follows:-
- a. To ensure computer hardware and peripherals are working properly in branch and no call pending in branch.
  - b. Checking of power supply source for proper grounding and safety of equipment.
  - c. Ensuring that the covers, screws, switches etc. are vendorly fastened in respect of each equipment.
  - d. Shifting of equipment as and when required in office/branches.
- 2.17 The vendor shall make AMC services available on all days as and when requested by the Company.
- 2.18. The scope of work will also include the provision of engineer for reinstallation of computer hardware in case of shifting of branch premises or others.
- 2.19. It shall be the responsibility of the AMC 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 Branch/office after expiry of the contract. In case any damage is found, the AMC Vendor is liable to rectify in even after the contract.

2.20 Company 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, other peripherals during the AMC period will be calculated on pro-rata basis.

2.21 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.

### **3. PENALTY FOR LACK OF SERVICE SUPPORT**

Company expects proper service support during contract period. The Hardware should be set right within 48 hours of reporting the complaint. In case the machine is down for more than 3 working days and no substitute/standby system of similar or higher capacity in good working condition is provided by the vendor ,the penalty per day may be charged as under.

SNO	HARDWARE ITEMS	PENALTY AMOUNT IN RUPEES
1	DESKTOP PC	100
2	SERVER	500
3	SCANNER	100
4	SWITCHES	300
5	EXTERNAL HDD	100

The above penalty shall not exceed 25% of the AMC cost per year for the affected hardware unit. The penalty may be recovered from the amount payable to the vendor by the Company. The vendor can provide substitute/standby equipment for a maximum of 15 days. In case vendor could not repair/replace the hardware items within 15 days, the Company can get it repair from outside agency and cost of repair will be recovered from AMC payment.

### **4. EXCLUSIONS**

This AMC does not include:

- a) Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under this agreement.
- b) 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.
- c) Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.
- d) The system maintenance does not include the cost of consumables like ribbons,

power cables, magnetic tapes, Inkjet Cartridges, floppy, Projector lamp, laptop battery and battery used for real time clock.

e) In case of Printers Plastic Parts, Printer heads, Toner cartridges, Drum unit Assembly and Fuser kit Assembly shall be treated as consumable and not covered under AMC..

## **5. PAYMENT TERMS**

5.1 AMC charges after deducting penalty will be paid quarterly at the end of Quarter. Taxes shall be paid extra as applicable.

5.2 No advance payment will be released against the service order.

5.3 The vendor shall submit GST invoices for payment of quarterly maintenance charges at IT Department Regional Office, BHOPAL.

5.4 Consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended must be submitted for release of quarterly payment.

5.5 Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

## **6. OBLIGATIONS OF THE COMPANY**

6.1 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.

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

6.3 The company shall provide place for the resident engineer.

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

## **7. 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.

## **8. 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 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 subject to the payment of its value to the vendor.

## **9. 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.

## **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.

Either party may terminate the agreement prior to expiry of contract period by giving three months written notice.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 90 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 BHOPAL city 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 represent 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.

**16. 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.

**17. 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

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

(Signature) \_\_\_\_\_  
(Name & Designation)

Witness:

(Signature) \_\_\_\_\_  
(Name & Designation)

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

(Signature) \_\_\_\_\_  
(Name & Designation)

Witness:

(Signature) \_\_\_\_\_  
(Name & Designation)