

ANNEXURE-5

Annual Maintenance Contract

This agreement made at Ahmedabad on this Between, Ahmedabad herein after called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors and UNITED INDIA INSIRANCE COMPANY LTD, hereinafter called "THE COMPANY" sets forth the terms and conditions for the Comprehensive Annual Maintenance of equipment's inclusive of repairs, replacement and preventive maintenance of equipments set forth in the annexure enclosed.

1.SCOPE OF AGREEMENT

The contract shall be in force for the period from 01.04.2016 to 31.03.2017 and shall cover all those items as specified in the Annexure to this agreement.

2.OBLIGATIONS OF THE VENDOR:

The vendor shall provide the following service 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 & dirt from the interior of the equipment and necessary repairing of the equipment) once in a quarter.

2.1.2 Unscheduled on-call corrective and remedial maintenance service to set right the malfunction of the system. This includes replacement of unserviceable part including Hard disk, CD Drives, DAT Drives, Picture Tubes, Network Interface cards, Printer head and all electronic and plastic spare except those specifically excluded under this agreement, trouble-shooting for LANs including resolving network connectivity problem etc.

2.1.3 Maintenance of operating system, installation of OS patches, office suites, oracle RDBMS, antivirus software, preemptive actions against virus spreads, detection/ removal of virus, data recovery, configuration of internet, configuration of application (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 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 on all working days (Monday to Saturday). However, the number of resident engineers has to be increased by the vendor, in case there is additional workload. The engineer has 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 will not be normally deputed for any outside calls except at RO/ designated offices. The vendor should make alternative arrangements for servicing calls received from Operating Offices.

2.1.8 Replacement of parts will be at 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 vendor's office to attend to service calls immediately. A standby equipment of similar or high 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 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 transportation of any defective item for repairs shall be borne by the Vendor.

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

3. LIQUIDATED DAMAGES:

The vendor shall attend to on-call services within 4 hours of lodging of the complaint for city offices (offices located at RO locations and urban agglomeration if any) and within 16 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 48 hours respectively.

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, failing which penalty would be levied as under:

Rs. 500/- per working day per Server (including USD Drive & SCSI Hard Drives)

Rs. 100/- per working day per Desktop computer and Rs. 100/- Per working day per Laptop

Rs. 100/- per working day per printer

Rs. 100/- per working day per networking equipment.

Maximum penalty clause-

Penalty mentioned in agreement, will Not exceed 20% of the AMC cost per year for the affected unit

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 the completion of 15 days from the receipt of invoice and all documents as stipulated in various paragraphs/ clauses herein.

4.1.2 The company shall use standard voltage stabilizers for ensuring stabilized power supply.

4.1.3 The company shall provide 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. ENHANCEMENTS / UPGRADATION OF EQUIPMENT:

The company shall have the right to make changes or attachments to the equipments 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 provide always that such consent is not 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 in respect of server and networking device calls 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 removed from the system belong to the 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.

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 the company.

9. EXCLUSIONS:

The maintenance agreement 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 an accident, 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 AMC vendor apart from AMC charges.
- C. Work due to alterations in the equipment by persons other than Vendor's personnel (except for minor rectification by WIC in house systems engineer after intimating the vendor).
- D. Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.

The system maintenance does not include the cost of consumables like ribbons, magnetic tapes, inkjet cartridges, floppy 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 CANCELLATION OF AGREEMENT:

This contract will be valid for the period from 01.04.2016 to 31.03.2017 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.

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 then in accordance with and subject to the provisions of the Indian Arbitration Act 1940 and its subsequent amendments and only Courts of

_____ shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to the laws of India alone.

12. FORCE VIAJEURE:

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

“Act of God, refusal of permission 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/ circumstance of whatsoever nature beyond vendor’s control”.

13. LIABILITIES AND 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 come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to any 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.