

## AGREEMENT FORMAT

This agreement made at **New Delhi** on this \_\_\_\_\_ day of \_\_\_\_\_ 201 , between M/s \_\_\_\_\_ hereinafter called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors and UNITED INDIA INSURANCE 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 equipment's 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 to this agreement.

### 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 under take 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.
- 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, Picture Tubes, Network Interface Cards, Printer Heads, and all electronic and plastic spares except those specifically excluded, with a new one of the same or compatible configuration of damaged part under this agreement, trouble-shooting for LANs including resolving network connectivity problem. The new printer head(s) will be duly certified by RO I.T. Officials & the same should be installed at the operating office. All the new heads must accompany Warranty/Guarantee certificate (in triplicate) of one year which will be signed by the I.T. Officials & the AMC provider. One copy will be retained at R.O., one by the AMC provider & one at the operating office. In addition to above, networking equipments like switches and hubs are also required to be maintained during the AMC period either in the form of repair(s) or replacement.
- 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 applications (client/server), installation of hardware accessories and any other software as called for by the company from time to time. (Licenced Software would be provided by UIIC).
- 2.1.4 M/s \_\_\_\_\_ will subcontract / permit anyone including M/s Engineer/ any person other than M/s \_\_\_\_\_ personnel to render the Services or any part thereof under this Agreement or any Statement of Work issued hereunder, with prior written intimation to the Customer, provided however that M/s shall be wholly and squarely responsible for the performance/non-performance of the sub-contractors and agents so appointed.
- 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 got repaired by some third party and the amount spent for such repairs by the Company 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 have to be increased by the vendor incase 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 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 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 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 on 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, *for which UIIC will temporarily hold payment due to the Vendor, of the amount due for the last Quarter , till the expiry of 2 Calender months immediately succeeding to the Contract expiry date within which the defective machines are to be rectified to the satisfaction of RO IT Dept. Delhi Regional Office-1.*
- 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 authorised personnel totally conversant and familiar 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.100/- per working day per Server (DVD DRIVE)**

**Rs.100/- per working day per Desktop computer.**

**Rs.200/- per working day per Laptop.**

**Preventive Maintenance** should be done for all the Hardware of all the offices quarterly. If the vendor fails to do the PM, a penalty to the tune of 1% of that quarter invoice(excluding taxes) per office will be imposed (Subject to a maximum of 5% of the invoice value (excluding taxes) of that quarter)

Vendor should agree to provide either **Call Monitoring Tool** or should agree to provide **Bi-weekly**(on every **Wednesday and Friday**) Call Report. Call report should contain all the details of the call like office details, call open date, issue, call open date, present status, assigned engineer number etc. Please Note- If vendor fails to provide any call report, a penalty to the tune of 1% of invoice value (excluding taxes) per call report will be imposed.(there will be no capping of penalty for call report)

**Call Logging:** All the calls should be logged within the same working day of intimation via mail or phone. If there is delay in logging the calls, there will be penalty of Rs. 500/- per working day from the next day of intimation of problem.

However the maximum penalty amount shall not exceed in any case the total value of the Annual Maintenance contract.

#### **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 on receipt of copy of PM(preventive maintenance)report / visit report of all the offices including Micro-Offices under UIC-DRO1 and after reviewing the performance of the vendor. In the event of non-submission of the PM report/visit report with invoice(100%), proportionate amount will be withheld & the same will not be adjusted in succeeding quarterly payment. 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 standard voltage stabilizers for ensuring stabilized power supply, **if required.**

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/WITHDRAWAL 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

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 in the mid of the AMC period, the vendor is entitled for AMC charges on Pro-rata basis as applicable to the component which has been included.

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 of any quantity decreased which is very much reasonable, made by the Company during the AMC period the Vendor is eligible for the AMC Charges for the period upto which such equipment was a member of the AMC Contract

## **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 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 company. *Necessary technical Hardware and Software will be extended by vendor at such relocated site for installation & Annual Maintenance during the AMC period.*

## **9. EXCLUSIONS**

This 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 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.

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).

- c) 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 \_\_\_\_\_ **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.

## **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 Act 1996 and its subsequent amendment and only Courts of **city of Delhi & New Delhi** 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" , *which the vendor faces after the award of this contract & faces the same at the time of demand for performance.*

## **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 breach of this warranty.

## **14. CONFIDENTIALITY**

The vendor, sub-contractors, any person appointed by the vendor for the specific task falling within the ambit of this agreement and Vendor's employees 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 , sub-contractors, any person appointed by the vendor for the specific task falling within the ambit of this agreement and Vendor's employees 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, sub-contractors, any person appointed by the vendor for the specific task falling within the ambit of this agreement 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 fulfilment of obligations under the Contract.

## **16. AGREEMENT AMOUNT:**

The annual maintenance charges payable by the Company shall Rs \_\_\_\_\_ *(for the contract period of 12 months) as per annexure attached, which will be paid on quarterly basis, on fulfilment of conditions mentioned at clause 2.1.5 , 2.1.10 , 3 & 4.1.1*

The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the Customer on both sides of the change.

## **Limitation of Liability**

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 M/s \_\_\_\_\_, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this Agreement during the six months preceding the date of such claim. Total Aggregate liability of M/s \_\_\_\_\_ for all claims shall not exceed the total fees received by M/s \_\_\_\_\_ under this Agreement.

## **Customer Information**

M/s \_\_\_\_\_ may also share contract / engagement / project details and relevant documentation to its customers / prospective customers solely for the purpose of, and with the intent to, evidence and support its experience earned under this Agreement.

## **General Clause**

Notwithstanding any contrary provision set forth in this Master Agreement or any Statement of Work, M/s \_\_\_\_\_ shall be permitted, at its own cost, to assign and/or sell its rights to receive payments hereunder and thereunder without obtaining Client's consent.

Where M/s \_\_\_\_\_ has made a request in writing, all amounts payable to M/s \_\_\_\_\_ under and / or in relation to this Agreement shall be paid into a specified bank account ("Collection and Payout Account"), provided the written request specifies the details of the account.

## **Confidentiality**

Neither party shall, without the prior written approval of the other party, disclose the other Party's designated confidential information, and shall take all necessary steps to ensure that its employees, agents and sub-Service Providers do not disclose the other party's confidential information. The confidentiality obligation of Customer and Service Provider shall continue for one (1) year after the expiry/ termination of this Agreement.

**Non-Solicitation**

During the term of this Agreement Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by M/s \_\_\_\_\_, without the prior written consent thereof from M/s \_\_\_\_\_. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to M/s \_\_\_\_\_ at law or in equity.

**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)