

## ANNUAL MAINTENANCE CONTRACT

This agreement made at \_\_\_\_\_ on this day of 2023, between (\_\_\_\_\_) a company registered under the Companies Act, 1956 and having its registered office at (\_\_\_\_\_) hereinafter called the "SERVICE PROVIDER" which expression shall wherever the context so requires, mean and include its successors and Punjab Small Industries and Export Corporation, a State Government Undertaking with Head Quarters at Udyog Bhawan, Sector 17 Chandigarh hereinafter called "THE COMPANY" or "PSIEC" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's inclusive of repairs, replacement and preventive maintenance of equipments along with other allied services set forth in the Annexure.

### 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. That the prices as specified in this Agreement shall not be subject to any escalation.

### 2. SCOPE OF WORK:

The service provider 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, Laptops, Servers, Projector, UPS, VC System, Smart TV, Plotter, biometric machines, MFU/Laser Printers and other IT related equipment as mentioned at **Annexure "II"**.
- 2.2 The replacement of all the spares is included under the AMC. Replacement of defective parts will be at the Service Provider'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, if irreparable, shall be declared as e-waste after written submission from the Service Provider **Annexure "I"**.
- 2.3 The service provider shall maintain adequate spare machines and other spares at the site to facilitate any temporary replacement.

- 2.4 The Service Provider shall depute, throughout the contract period, a well-qualified engineer who can maintain the equipment listed at **Annexure “II”**. The Engineer should be an Indian national only, having, at least, four-year degree/ three-year diploma in Computer hardware and related field. The Engineer should have, at least, 2 years of experience and should be specialist in repairing and maintaining Computers, Printers, Networks and related hardware. The engineer shall be required to report on all working days from 9:00 AM to 5:00 PM at the IT section. However, if any emergency arises then the service provider shall resolve it on Saturday/Sunday or as per requirement of the company.
- 2.5 The service provider shall ensure that the engineer is present timely and possess a valid ID card on all working days including Saturday/Sunday (If needed). In case of engineer going on leave, alternate arrangements should be made well in advance & PSIEC given prior intimation. In case of an emergency, the engineer may also be required to be deployed on holidays or Saturday/Sundays Also, the technician may be required to visit the field's offices of PSIEC in Punjab for rectification of complaints (if case arises). Also, the Service Provider may have to provide additional man power in case there are multiple calls at the same time.
- 2.6 The engineer must be equipped with a Mobile phone to ensure round the clock attend queries.
- 2.7 The Service provider shall not change the engineer without prior clearance. Further that the Service provider shall provide a substitute for a deployed engineer, if required by PSIEC within five days of such request. Failure to do so may lead to termination of the contract and /or imposition of penalties by the customer not exceeding 10% of the total value of the contract.
- 2.8 The engineer will work under the instructions of the Functional head of IT section for each complaint attended by them. The complaint sheet would clearly define the nature of complaint, and time taken for rectification of a complaint. The engineer is also required to get the compliant sheets signed by the respective end users.
- 2.9 The Service Provider would carry out preventive maintenance of each machine mentioned in **Annexure “II”** once in every Quarter, in order to forestall any major

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failure of the same which includes installing of updates of antivirus packages. Service Providers should also ensure proper cleaning of machines on a quarterly basis. Failure to do so shall attract a penalty at the rate mentioned in the penalty clause.

- 2.10 The equipment will have to be repaired in-house. In rare cases when it is very essential to take out the equipment for repairs outside PSIEC, it is mandatory to have proper permission of the competent officer and a valid gate pass **Annexure “III”** for such equipment and that would be at their (service provider) own risk.
- 2.11 When AMC is awarded to the Service Provider, the technician/engineer engaged by the Service Provider shall carry out physical verification of the computers, printers, & related hardware & provide a soft copy of the same to the Functional head of IT section. This list would include IP addresses allotted to various end users & configurations of computers & make/model of printer etc.
- 2.12 Service Providers must also maintain the required drivers (software/OS & other hardware equipment) for maintaining the equipment in **Annexure “II”**.
- 2.13 Stand-by arrangement (At least 3 Desktops, 3 Printers, 15 keyboards and 15 USB mouse of branded quality (Dell/Lenovo/Microsoft) to be made in case the equipment is to be taken to workshop for repairs or item is not usable. In case stand-by is not provided, and the item is not usable beyond the 48 hours, a penalty of Rs 200/- (Rupees two hundred only) per day will be charged. The amount of penalty will be either recovered from the Bank Guarantee/Security of the Annual Maintenance period or from the AMC charges/bills.
- 2.14 Loss of any part in the product on account of negligence attributable to the service provider, the Service Provider at his own discretion may reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. However, in the case of a hard disk, the Service Provider should provide a new hard disk of matching or higher configuration.
- 2.15 The Service provider shall ensure the following service norms:
- a) Service Availability Timings: All the working days from 9:00 AM to 5:00 PM or as per requirements of the Company.

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- b) Annualized Uptimes: 95%
  - c) Monitoring technique: By keeping a complaint logbook & entering date and time of registration of complaint & date /time of resolution of complaint subject to satisfaction of end user. The difference would be referred to check if the complaint was resolved within 48 hours or not.
  - d) cleaning of all equipment using blower/vacuum air, brush and soft muslin clothes. checking of power supply source for proper grounding and safety of equipment.
- 2.16 If any machine is beyond repair, then written submission may be provided by the Service Provider so that the hardware equipment may be declared as E-waste **Annexure “I”**.
- 2.17 All tools, accessories, hardware, terminal, connector, multi-meter etc. desired for the testing and repairing at site have to be maintained by the Service Provider on its own cost. The equipment shall be complete in all respects whether such details are mentioned or not.
- 2.18 Any damage to the machines due to natural calamities such as earthquake, fire etc. may not be covered under AMC.
- 2.19 After completion of AMC period or after termination of contract, the Service Provider (presently holding AMC) is responsible to handover all the machines in working condition, which were under AMC with the Service Provider, unless it was communicated/mutually agreed earlier. Otherwise, the department reserves the right to get faulty machines repaired by any other Service Provider at the cost of the Service Provider.
- 2.20 The scope of work also includes software issue like Operating system (Windows), reinstallation of OS, Antivirus, software patches, taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, installation/configuration of all software's provided by Company like Antivirus, software patches, MS office, Acrobat, TALLY etc.
- 2.21 The Service Provider should ensure that the equipment reported down (including due to OS related problems) on any working day is set right within 48 hours of working days reporting the complaint and in any case. In case, the hardware cannot be repaired within the stipulated period, the Service Provider should provide stand-by of the same till the

hardware is returned duly repaired at no extra cost to Company.

- 2.22 The Service Provider would be required to maintain and submit to the IT Department, 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.
- 2.23 A logbook shall be maintained in which the Service Provider shall record all the complaints made and parts taken out of branches/office for repair. The Service Provider shall submit a copy of consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended and its status on quarterly basis to the IT Department.
- 2.24 The contract shall be on a comprehensive basis, inclusive of repairs and replacement of spare same or equivalent make, specification and band of item/component/part. In the case the requisite parts are not available, the same shall be replaced with the parts of higher specification which shall be compatible with the system without any extra payments.
- 2.25 The payment would be made on a quarterly basis after the Service Provider offers satisfactory services.
- 2.26 The schedule of preventive maintenance shall be as follows: -
- a. To ensure computer hardware and peripherals are working properly in the branch and no call pending in the branch.
  - b. Checking of power supply source for proper grounding and safety of equipment.
  - c. Ensuring that the covers, screws, switches etc. are properly fastened in respect of each equipment.
  - d. Shifting of equipment as and when required in offices/branches.
- 2.27 Companies 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, and other peripherals during the AMC period will be calculated on a pro-rata basis.

- 2.28 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 Service Provider and the amount spent for such repairs would be billed to the AMC Service Provider and the same shall be in addition to the penalty imposed.
- 2.29 The contract can be terminated by either party by giving written notice in advance of three months.
- 2.30 All disputes within the jurisdiction of the union territory of CHD.

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

Company expects proper service support during the 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 Service Provider, the penalty, per day, may be charged as under.

<u>S.No.</u>	<u>HARDWARE ITEMS</u>	<u>PENALTY AMOUNT IN RUPEES</u>
1	Desktop Pc/Laptop	100
2	MFU/Laser Printer	50
3	Servers	500
4	Failure to carry out preventive maintenance	10% of the total value of the contract

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 Service Provider by the Company. The Service Provider can provide substitute/standby equipment for a maximum of 15 days. In case Service Provider could not repair/replace the hardware items within 15 days, the Company can get it repaired from outside agency and cost of repair will be recovered from AMC payment.

### **4. PAYMENT TERMS**

- a) AMC charges after deducting penalty will be paid quarterly at the end of Quarter. Taxes shall be paid as applicable. Taxes to be clearly shown in invoices raised.
- b) No advance payment will be released against the service order.
- c) The Service Provider shall submit GST invoices for payment of quarterly maintenance charges.
- d) Consolidated complaint reports furnishing the details of branch-wise breakdown calls lodged/attended must be submitted for release of quarterly payment.
- e) Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

## **5. OBLIGATIONS OF THE COMPANY**

- 5.1 The company shall pay Annual Maintenance Charges as mentioned in this agreement for the equipment specified in the **Annexure “II”**. The maintenance charges are payable at the end of each quarter after receiving quarterly preventive Maintenance Report subject to satisfactory services of the Service Provider.
- 5.2 The company will use UPS for ensuring stabilized power supply.
- 5.3 The company shall provide a place for the resident engineer.
- 5.4 The company would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

## **6. REPLACEMENT OF PARTS**

The Service Provider 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 Service Provider. 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 Service Provider.

## **7. RELOCATION OF SYSTEMS**

During the maintenance agreement in force, the company may relocate the system and keep the Service Provider informed.

- 7.1 In case of internal (in Head Office) relocation of equipment will be borne by the Service

Provider.

- 7.2 In case of Field Office relocation of equipment, transport and other incidental charges will be borne by the Company.

## **8. Eligibility Criteria**

- 8.1 The Service Provider should be a Registered Indian Company/ limited company under Companies Act or a registered Partnership Service Provider or a LLP governed by the Limited Liability Partnership Act 2008 & the Service Provider should be based out of Tricity (Chandigarh, Panchkula and Mohali).
- 8.2 Service Provider should be in the business of maintenance of Computer Hardware, Software and other associated Peripherals at least for the last 5 years and should have executed one or more such assignments during each of the last 3 years.
- 8.3 The Service Provider should have provided AMC of Servers/PCs/Laptops/Printers etc. to at least one Financial Institution/Banks/Government sector/ PSUs during each of the last 3 years.
- 8.4 The Service Provider should have applicable tax registrations (PAN, TIN, GST etc.).
- 8.5 The Service Provider should not have been delisted/banned by any Government, Regulatory Authority, Financial Institution, etc. Further, the Service Provider should not have any insolvency case against it.
- 8.6 The Service Provider is required to submit an undertaking that the price quoted by them is not higher than those quoted to GEM, other State/ Central Government/PSUs or Government Company during the current financial year.
- 8.7 The service Provider should have a well-staffed and functional support center in the State and at Chandigarh. The bidder will have to submit supporting documents regarding the same with the bid.

## **9. 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. Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the Service Provider arising out of the Agreement. The Company and the Service



Provider may by notice in writing to the other terminate the agreement by giving prior notice of 3 months.

**10. 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 Courts of Chandigarh only shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

**11. FORCE MAJEURE:**

The Service Provider 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 Service Provider to fulfill its obligations under the contract or any other cause/circumstances of whatsoever nature beyond Service Provider control".

**12. LIABILITIES & INDEMNITIES**

The Service Provider 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 Service Provider agrees to indemnify PSIEC in respect of any claim directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

**13. CONFIDENTIALITY**

The Service Provider 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 the company. The Service

Provider 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 Service Provider 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.

**14. TRAVEL EXPENSES.**

Travel expenses shall be borne by the Company in respect of travel undertaken by the Service Provider towards fulfillment of obligations under the Contract as per Punjab Travelling Allowance Rule. If the technician of the service Provider is traveling to a field office. The TA/DA shall be calculated from head office to field office no TA/DA will be provided while traveling to head office.

**15. LIMITATION OF LIABILITY:**

The limitation of liability on any default of Service Provider will not be more than the purchase order value 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)

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(Name & Designation)

Witness:

(Signature)

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(Name & Designation)

Authorized Signatory of the **Service Provider** with Official stamp

(Signature)

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(Name & Designation)

Witness:

(Signature)

(Name & Designation)