

REF No:-ZOH/ZITC/2021-22/20

Date: 22.06.2021

M/s Switching AVO Electro Power Limited,
97, Raja Rammohan Roy Road,
Kolkata-700041

Dear Sir,


**SUBJECT:-WORK ORDER FOR ANNUAL MAINTENANCE CONTRACT OF
AVO/EPOCH/EATON/TRITONICS MAKE UPS INSTALLED AT VARIOUS BRANCHES/ OFFICES**

We are pleased to renew the annual maintenance contract of AVO/EPOCH/TRITONICS/EATON make UPS installed at various branches/ offices for the period 01.05.2021-30.04.2022 as per details under:-

Amount in Rs.							
SL.NO	BRANCH	MAKE	KVA	AMC CHARGES	AMC FROM	AMC TO	TOTAL AMC AMOUNT (without taxes)
1	BEWAR	EPOCH	6	6400.00	01.05.2021	30.04.2022	6400.00
2	BISANDA	EPOCH	6	6400.00	01.05.2021	30.04.2022	6400.00
3	IMILIYA	EPOCH	3	3200.00	01.05.2021	30.04.2022	3200.00
4	JARIA	EPOCH	6	6400.00	01.05.2021	30.04.2022	6400.00
5	KURRA	TRITONICS	3	3200.00	01.05.2021	30.04.2022	3200.00
6	SRINAGAR	EPOCH	6	6400.00	01.05.2021	30.04.2022	6400.00
7	SURHA	EPOCH	3	3200.00	01.05.2021	30.04.2022	3200.00
8	TENDURA	EPOCH	3	3200.00	01.05.2021	30.04.2022	3200.00
9	TINDWARA	EPOCH	3	3200.00	01.05.2021	30.04.2022	3200.00
10	KALINJAR	TRITONICS	3	3200.00	01.05.2021	30.04.2022	3200.00
11	CHILLA	AVO	6	3200.00	01.11.2021	30.04.2022	1596.00
12	DUBARIYA	AVO	3	1900.00	01.06.2021	30.04.2022	1739.00
13	GAURHARI	AVO	3	1900.00	01.06.2021	30.04.2022	1739.00
14	KHARELA	AVO	3	1900.00	01.06.2021	30.04.2022	1739.00
15	PARA	AVO	3	3200.00	01.05.2021	30.04.2022	3200.00
16	SARILA	AVO	3	1900.00	01.06.2021	30.04.2022	1739.00
17	UMARI	AVO	3	1900.00	01.06.2021	30.04.2022	1739.00
18	FATEHPUR ATM	AVO	3	3200.00	01.05.2021	30.04.2022	3200.00

The charges payable by bank to the company for the AMC described herein will be as per the rate quoted for the maintenance of UPS (3 KVA & 6 KVA UPS). No additional charges whatsoever should be claimed by the vendor.

The Vendor shall be required to submit and sign an AMC Agreement as per Annexure-I on stamp paper of requisite amount.



Indian Bank Zonal Office Hamirpur, 10/379, Rameni, Hamirpur, U.P. PIN-210301



- The charges shall be payable **annually** on submission of invoices duly accompanied with satisfactory services support report from the end user.
- GST etc as applicable should be clearly mentioned separately which shall be paid / reimbursed on actual basis on production of bills.
- The bank reserve the right to withdraw the AMC without assigning any reason thereof.
- **Other Terms & Conditions:-** The Purchase Order is subject to submission of above mentioned documents and fulfilment of all the terms & conditions mentioned in the Standard AMC agreement (Annexure-I).

Please acknowledge receipt.

Yours sincerely,

Pankaj Dixit
(Pankaj Dixit)

Sr.Manager-IT



STANDARD AMC AGREEMENT FORMAT

(Agreement with UPS Vendor for Annual Maintenance)

This agreement made the ----- day of ----- 20___ between Indian Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, (hereinafter called "Bank") which expression/shall include its successors and assigns and

VENDOR M/s _____

INCORPORATED UNDER THE COMPANIES Act, 1956 and having its registered office at

hereinafter called THE COMPANY has agreed to provide and Bank has agreed to accept from the company, repair and maintenance service for the UPS Systems (hereinafter called EQUIPMENT) hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

In consideration of the premises it is agreed between the parties as follows:

1. COMMENCEMENTS AND TERM:

1.1 This agreement is effective and valid for an initial period of one year from ----- to -----.

1.2 Upon termination as provided under clause 1.1 above or after expiration of this agreement each party shall forthwith return to the other all papers, materials and other properties of the other held by each for the purpose of execution of this agreement as may be necessary for the orderly non-disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such equipment may be added to or withdrawn by mutual written consent of both parties, and in that event the maintenance charges be accordingly adjusted on annual basis, by realizing prepaid amount from the vendor or paying additional amount, as the case may be.

2. CHARGES:

2.1 The charges payable by Bank to the company for the AMC described herein will be the AMC quoted by the company in its bid and no additional charges whatsoever should be claimed by the vendor. These charges shall remain fixed for a period of three years from -----

2.1 The charges shall be payable **on yearly basis** on submission of invoices by the company for payment due in accordance with this agreement accompanied by all the requisite papers.

2.4 The company is required to maintain a **service roster with provision for signature of the user** to submit subsequently with the payment invoice.

2.5 The company is required to submit satisfactory service support report from the end user along with the payment bill as said herein above.

2.6 The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice.

2.7 All the prices, terms, warranty and benefits granted by the company herein are comparable to or better than equivalent terms being offered by the company to any of its present customers. If the company shall, during the terms of this agreement, enters into arrangement with any of its customers providing greater benefits or more favourable terms, these agreements shall thereupon be deemed amended to provide the same to Indian Bank.

3. REPAIR AND MAINTENANCE SERVICE.

3.1 During the terms of this agreement the company agrees to maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance service.

- a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out defective parts of the equipment during bank's normal local; working hours on site. In cases

once at least in every 30 days in addition to the normal maintenance required as per this agreement.

4.2 The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.

5. **PENALTY:**

In case any requirement is not made usable/repaired within stipulated time specified in cl. No, 3.1 (d) the company will be required to arrange for an immediate replacement of the same as detailed in cl no. 3.1 (e) failing which the company will be liable to pay a **penalty of Rs. 500/-** per day which will be realized from the AMC charges payable or from the company directly.

6. **FORCE MAJEURE:**

Neither of the parties shall be liable for delay in performing obligations of for failure to perform obligations if the delay or failure results from any of the following force Majeure, Act of God, or any Govt. Act, fire, earthquake, natural calamity, industrial dispute, civil commotion or anything beyond the control of either party. However the parties shall use all reasonable care & endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the party shall, in so far as, any be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing if any of the above mentioned events shall preclude the company from meeting any or all of its obligations Hereunder for a period of more than three months; it shall be open to either party to rescind this contract by giving one month's notice.

7. **SUBCONTRACTING:**

The company will not subcontract or delegate or permit anyone other than the company personnel to perform any of the work, service or other performance required of the company under this agreement without the prior written consent of the Bank.

8. **EQUIPMENT ATTACHMENTS:**

Bank shall have the right to make changes and attachments to the equipment, provided such charges or attachments do not prevent proper maintenance, from being performed, or unreasonably increase the cost of the company of performing repair and maintenance service.

9. **SECURITY:**

The company agrees that it and its personnel, will at all times, comply with all security regulations in effect from time at Bank's premises and externally for materials belonging to Bank.

10. **CONFIDENTIALITY:**

The company acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of conditional and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to realize it only to employees requiring such information, and not to realize or disclose it to any other party. The company agrees to take appropriate action with respect to its employee to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

11. **LIABILITY AND INDEMNITIES:**

The company represents and warrants that the repair and maintenance service hereby sold to not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The company agrees that it will and hereby indemnify the Bank from any claim, loss or demand action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

12. **ARBITRATION:**

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement the Bank shall appoint an arbitrator and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act. The jurisdiction of court as well as place for arbitration will be at the place wherever the respective Zonal Office of the Bank are situated only.

13. **BUSINESS TERMINATION:**

In the event that the company shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permits the appointment of the receiver for its business or assets or shall avail itself of, or become subject to any proceedings under any acts or statute of any country or state relating to insolvency or the protection of the rights of creditors, then (at the option of

where unserviceable parts of the equipment need replacement, the company shall replace such part(s) at no extra cost to Indian Bank with brand new parts or those equivalent to new parts in performance. Provided that if the company is required to replace consumable being printer ribbons, magnetic tapes, reel cartridges, cassettes, exchangeable disc packs, floppy disks, line printer band, this will incur an additional charge.

- b) The company agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.
- c) The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within **4 hours** (not including holidays) after such intimation during the hours set forth in cl. 3.1 (a) above.
- d) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability/capability for which no additional expenses are payable to the company.
- e) The company shall ensure that the full configuration of the Equipment is available to Indian Bank in proper working condition for 98% of the time in every month.
- f) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment.
- g) Any worn/defective parts withdrawn from the equipment replaced by the company shall become the property of the company and the parts replacing the withdrawn parts shall become the property of the Bank.
- h) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the equipment similar to that covered by this agreement.
- i) The company shall conduct **preventive maintenance** (including but not exhaustive to inspection, testing satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment) once at least in every 30 days in addition to the normal maintenance required as per this agreement, during the currency of this agreement, on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, the Company recognizes Indian Bank's operational needs and agrees that Indian Bank shall have the right to require the Company to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.
- j) The company shall maintain at Indian Bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The company of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.
- k) The company's maintenance personnel shall, subject to clause 7 herein is given access to the equipment when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- l) Indian Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply duct, to within the acceptable limits required for equipment similar to that covered by this agreement.
- m) No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.
- n) If, in any month the company does not fulfil the provisions of clauses 3.1(c,d & f) the proportionate maintenance charges for that month will not considered payable by Indian Bank . In such events the company will credit the proportionate maintenance charges for that month to Indian Bank against future payments, if due, or refund the amount forthwith to Indian Bank, on demand.

4. **PREVENTIVE MAINTENANCE:**

- 4.1 The company shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment)

Indian Bank notwithstanding clause 1.1 of this agreement) this agreement shall terminate and be of no further force and effect and any property or rights of any such other property, tangible or intangible, shall forthwith be returned to the bank.

14. **GENERAL:**

14.1 It is agreed upon by the parties that during its validity period this agreement will supersede any other agreement, which deals in the same matter/subject between the parties in case of any contradiction in the agreed conditions.

14.2 No amendment to this agreement shall be effective unless it is in writing and signed by authorized representatives of the parties.

14.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

14.4 Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE ABOVE MENTIONED DATE.

Signed, Sealed and Delivered by the

Said _____ (For the Bank)

In presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Company)

In presence of _____