

Our Ref: RO:BHU:RCC:020:2022

Date: 04.06.2022

SWITCHING AVO ELECTRO POWER LIMITED

Plot No- 1800/13487, Kabula Nagar, NH-5,

Mancheswar Branch Office,

Bhubaneswar- 751017

Dear Sir,

Sub: Service order for Annual Maintenance Contract of UPS Systems provided by M/S Switching AVO Electro Power Limited for Branches and office under Bhubaneswar region for period 01.06.2022-31.05.2023

With reference to your quotation no. AVO/UBI RO BHUBANESWAR/UPS-AMC/1011/2022-23 dated 13.05.2022 for Annual Maintenance Contract of AVO make UPS installed at Branches & Offices under Bhubaneswar Region, we are glad to place service order with you amounting to **Rs. 46194.00 (Rupees Forty Six Thousand One Hundred Ninty Four Only)** excluding GST for the same. This contract shall be effective from **01-06-2022** and shall be effective till **31-05-2023**. If there is addition/deletion of UPS in the list then the payment will be made accordingly. The services will be reviewed by UNION BANK OF INDIA on half-yearly basis and continuation of the agreement will be subject to satisfactory services provided by you. The terms & conditions applicable will be as per below detailed guidelines issued by the Bank. You are requested to send us the line of confirmation for the same.

PAYMENT TERMS

- No advance payment.
- AMC payment will be released half-yearly after deducting the penalties if any.
- AMC payment will be released half-yearly only after submission of **PM reports**.
- All other terms & conditions is as per below Annexure. (Please refer Annex-I).
- In the event of delay in payment, no additional interest will be paid by Bank.

Thanking You.

Yours Faithfully


Chief Manager(Operations)

REPAIR AND MAINTENANCE SERVICE:

THE VENDOR will maintain the EQUIPMENT in good working order and for this purpose will provide the following repair and maintenance services.

A). THE VENDOR shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during UNION BANK OF INDIA normal local working hours. In cases, where any part of the EQUIPMENT need replacement THE VENDOR shall replace such parts, at no extra cost to UNION BANK OF INDIA, with brand new parts or those equivalent to new parts in performance. If any of the peripherals, components is not available or difficult to procure or procurement required to be delayed for replacement, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity equipment at no additional charges to UNION BANK OF INDIA. Provided that if THE VENDOR is required to replace capacitors (more than 5 years of age), magnetic (more than 7 years of age), these will be borne by Bank at prevailing market rates. All parts of the UPS are subjected for inclusion.

B). THE VENDOR shall provide repair and maintenance service in response to oral, mail, telephonic notice by UNION BANK OF INDIA.

C). In case THE VENDOR fails to meet the above standards of maintenance, THE VENDOR shall be liable for liquidated damages of Rs. 100 per day for down time of machine after 48 hours of reporting the down call subject to maximum 10% of the AMC value of faulty equipment. The temporary substitute, machine/ equipment shall be replaced with the original machine/ equipment duly repaired within a week's time failing which the above damages will be incurred for the number of days exceeding one week.

D). Preventive Maintenance: THE VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all the diagnostics, cleaning and removal of dust and dust from the exterior and interior of THE EQUIPMENT, and necessary repairing of THE EQUIPMENT) at least once within a half year. THE VENDOR recognizes UNION BANK OF INDIA's operational needs and agrees that UNION BANK OF INDIA shall have the right to require THE VENDOR to adjourn Preventive Maintenance from any scheduled time to date and time not later than fifteen working days thereafter. **THE VENDOR shall submit copies of branch wise certificate of Preventive Maintenance signed by branch official on half-yearly basis.**

E). All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with THE EQUIPMENT.

F). THE VENDOR shall produce copies of service call reports signed by Bank officials and/or summary of calls attended during the period & details of pending calls, if any along with the bill of AMC charge.

I). In case of any damages to the load, that are connected to the UPS SYSTEMS arise due to high current passage from UPS/or any other issue related to UPS then Bank has the right to claim and deduct the amount from the AMC value.

J). Battery health checks are to be performed by the UPS engineer and the report is to be submitted along with the preventive maintenance reports on half yearly basis.

The following SLA needs to be adhered for UPS with following financial penalties:

Sr. No.	Description	Response Time (during office hours)	Penalty (Rs.)
1	Call response time	3 hours	
2	Call resolution time including replacement of parts	Equipment down for total 2 day after logging complaint	No Penalty
		Above 2 day (3rd day onwards), if substitute is not provided	Rs. 100 per day (max. 10% of the AMC value of faulty equipment).

ORDER CANCELLATION

Bank has the right to cancel the work order for non-attending the call/non-replacement of the hardware. Also Bank has the right to cancel the work order without assigning any reason thereof. In case of termination of contract before the expiry of term due to performance lapses from vendor end Bank is not liable to refund the any part of the service order value.

DISPUTES & GOVERNING LAW

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Bhubaneswar, Odisha State, India only.


Chief Manager

Switching AVO AMC Renewal for Period 01.06.2022 to 31.05.2023

Sl Num	Site/ Sol Id*	Branch*	UPS Capacity(in KVA)	AMC PER ANNUM PER UNIT	NO. OF DAYS	
1	571636	Union Bank of India Sakhigopal ATM	2	3000	365	3000
2	539520	SARAL BHUBANESWAR	5	6000	365	6000
3	903337	STATION SQ BRANCH	3	4000	365	4000
4	903337	STATION SQ BRANCH	3	4000	365	4000
5	903337	STATION SQ ATM	3	4000	365	4000
6	903337	STATION SQ ATM	3	4000	365	4000
7	905402	JAYDEV VIHAR-PBB	3	4000	365	4000
8	905402	JAYDEV VIHAR-PBB	3	4000.00	365	4000
9	905402	ONSITE ATM OF JAYADEV VIHAR PBB (WARRANTY UPTO 10.07.2022)	3	4000	325	3562
10	903337	OFFSITE ATM OF BHUBANESWAR-STN SQR (WARRANTY UPTO 10.07.2022)	3	4000	325	3562
11	919756	ONSITE ATM PIPILI (WARRANTY UPTO 28.08.2022)	3	4000	277	3035
12	548626	KHAJURIA BRANCH (WARRANTY UPTO 28.08.2022)	3	4000	277	3035
				TOTAL:		46194
				GST@18%		8314.92
				TOTAL Incl GST		54508.92