

# REGIONAL OFFICE, MUZAFFARPUR

RO: MUZA: RCC: 2021-22:25

Date: 09/06/2021

MOB:-9835240871

JAY RAM CHOUDHARY
M/s Switching AVO Electro Power Limited,
Brindavan Kunj, 306, 3<sup>rd</sup> Floor, Exhibition Road, Patna, BIHAR-800001

Reg. AMC of Switching AVO UPS for 8 branches under Muzaffarpur Region.

Ref. 1) Your offer of AMC for the period 01.04.2021 to 31.03.2022 letter via mail, dated-07.06.2021

Dear Sir,

We are pleased to inform you that your offer for comprehensive AMC of Switching AVO UPS for 8 branches under Muzaffarpur Region is accepted by our worthy Regional Manager as per Annexure enclosed.

You shall be paid to Total AMC Amount of Rs. 51920.00 (Rs Fifty One Thousand Nine Hundred Twenty Only) inclusive of GST for the AMC period starting from 01.04.2021 to 31.03.2022.

## Details are hereunder:-

Sno	Branch Name	Ups Capacity	Rate in Rs.	Amount With GST(18%)
1	AMGOLA BRANCH	5 KVA	5500	6490
2	AMNAUR BRANCH	5 KVA	5500	6490
3	HARPUR HARDAS BRANCH	5 KVA	5500	6490
4	JHURAN CHAPRA BRANCH	5 KVA	5500	6490
5	L S COLLEGE MUZAFFARPUR	5 KVA	5500	6490
6	MARIPUR BRANCH	5 KVA	5500	6490
7	SAHEBGANJ BRANCH	5 KVA	5500	6490
8	SAHUPOKHAR BRANCH	5 KVA	5500	6490
	Total Amount			51920.00

(Rs Fifty One Thousand Nine Hundred Twenty only)

# Terms and Conditions for the AMC Offer:

### 1. SCOPE:-

1.1 The AMC shall consist of preventive and corrective maintenance of the UPS and will include supply and replacement of unserviceable parts at Vendor's own cost.

- 1.2 The parts replacement will either be new parts or equipment to new parts.
- 1.3 In case of replacement of parts, the old/defective parts removed from the UPS system shall become the property of the vendor.
- 1.4 All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- 1.5 The vendor shall make available at site, the services of its service engineers on full time basis.
- 1.6 The vendor shall maintain adequate spare machines and other spares at site to facilitate any temporary replacement.
- 1.7 The UPS system shall continue to remain covered by this agreement during transit as well as the new location, when moved for maintenance or for any other purpose with the knowledge of the vendor.

## HOURS OF SERVICE:

- 2.1 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal days.
- 2.2 No work will be under taken on Sundays and holidays except by prior arrangement.
- 2.3 The normal working hours of the Bank are from 10.00 AM to 5.00 PM on all week days except second and fourth Saturday along with Sundays.
- 2.4 The Vendor do hereby undertakes to attend breakdown call on the same working day. However, if the breakdown calls on the same day, the same shall be attended not later than the next working day.
- 2.5 In case any replacement of parts is required the vendor shall ensure to complete the same within 48 hours. In case it is assessed that it is not possible to replace within 48 hours due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the bank is made available after repairs.

# **DURATION OF CONTRACT:**

- 3.1 The contract shall be valid and remain in force for a period from 01/04/2021 to 31/03/2022.
- 3.2 Upon expiry of the period of contract, the same may be renewed for a further period of 12 months and upon such terms and conditions as may be mutually acceptable to the Bank and the vendor, and also subject to the Para 3.3 mentioned hereunder.
- 3.3 If the vendor wants to renew the period of this contract, then it shall, by giving two months prior notice before expiry of this contract, express its desire to renew the contract.

# 4. CARE OF THE EQUIPMENT:

- 4.1 The Bank shall give the vendor full access to the UPS systems to enable the vendor to provide comprehensive maintenance service.
- 4.2 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 4.3 The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 95% of the time in every month.

# MOVEMENT OF EQUIPMENT:

- 5.1 No equipment shall be moved from the place of installation to any other location, except by the vendor or with the information of the vendor.
- 5.2 All costs/charges in respect of moving the UPS systems from one location to another shall be payable by the Bank. In case the UPS systems are moved for the purpose of maintenance/repairs, such costs/charges shall be borne by the vendor.

- 5.3 Maintenance charges, as per the clause hereunder, shall be paid by the Bank for all the UPS mentioned in the schedule hereunder irrespective of the fact that any one or more UPS are moved by the vendor for providing maintenance service as per this contract.
- 5.4 The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more UPS.

## 6. PAYMENT OF CHARGES:

- 6.1 Maintenance charges will be payable post facto on quarterly basis i.e. after the completion of the respective quarter.
- 6.2 No penalty or interest etc. shall be payable by the Bank for any overdue maintenance charges.
- 6.3 The vendor shall draw invoices for payment of quarterly maintenance charges at respective Regional Office.
- 6.4 Maintenance charges payable by the Bank are inclusive of all duties, taxes etc.

### 7. OBLIGATIONS OF THE VENDOR:

The vendor shall be liable to pay penalty as hereunder per day of delay beyond 24 hours in completion of maintenance work.

#### 8. ASSIGNMENT:

All rights, liabilities and obligations are non-transferable and any transfer/assignment of the same can be done only mutually.

### 9. TERMINATION:

The vendor may terminate the contract by giving three months' notice in writing. Maintenance charges payable, shall be proportionately reduced for the remaining period And the Bank will be obliged to pay only for the actual period for which the vendor provided the maintenance service.

#### 10. FORCE MAJEURE:

The vendor shall not be liable for any loss, damage, injury or delay which is due to fault or causes beyond the control of the vendor or force majeure such as acts of god, government direction, Riots, War, Civil commotion, sabotage, fires, lightening, floods, earthquakes, explosions or other catastrophes, epidemics, quarantine..

## 11. GENERAL:

The vendor shall be required to sign an Agreement as per Banks Standard Format incorporating various terms & conditions.

Please submit your acceptance letter within one week from the issue of this letter along with the AMC Agreement letter (Bank's Format).

Thanking you Yours sincerely,

(Awadhesh Kumar) Senior Manager(IT)

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## Annexure -A

Sno	Branch Name	Ups Capacity	Rate in Rs.	Amount With GST(18%)
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