



UNITED INDIA INSURANCE COMPANY LIMITED

INFORMATION TECHNOLOGY DEPARTMENT
Head Office, 24 Whites Road, Chennai 600 014.

000100/HO IT/RFQ/691/2021-2022

09.03.2022

To,

- 1) ACER INDIA PVT. LTD
- 2) CMS IT SERVICES PVT. LTD
- 3) TEAM COMPUTERS PVT LTD
- 4) HITACHI SYSTEMS MICRO CLINIC PVT. LTD.
- 5) INGRAM MICRO INDIA PVT LTD
- 6) GALAXY OFFICE AUTOMATION PVT. LTD.
- 7) HP INDIA SALES PVT LTD

Re: Annual Maintenance Contract (AMC) for Computer Systems/Peripherals at Head Office, Hamid Building and DC Mumbai- 01.04.2022 to 31.03.2023.

Dear Sir,

We propose to cover the Computer Systems/Peripherals at our Head Office, Hamid Building and DC-Mumbai ((Sify Technologies, 4th floor, Reliable Plaza, K-10, Kalwa Industrial Estate, Airoli, Navi Mumbai, 400708) under AMC (Annual Maintenance Contract) for the period from **01.04.2022 to 31.03.2023** (List of Computers and Peripherals is attached herewith). The eligibility criteria for the selection of the vendors for the AMC of Computer Systems/Peripherals are given as under.

1. Should be in the business of maintenance of computer hardware and peripherals for the last three years.
2. Maintaining sufficient spares at their service center and also at UIIC Head Office.
3. Company should have a service center of its own in Chennai.
4. Experience in maintaining Windows Desktop Operating System, printers, Servers and network equipment.
5. Providing a minimum of **four resident engineers at UIIC**. All engineers to be direct employees of the bidder's company (no sub-contracting).
6. Undertaking other activities as indicated in the **Annexure-1 (scope of work)** enclosed.
7. Service engineers to be provided with company email address. To be shared with UIIC before start of contract period.
8. Implementation of security patches at regular intervals & troubleshooting endpoint vulnerabilities with timely solutions with personal visit to site.

Rest Assured With Us

Website: www.uiic.co.in

Telephone: 044- 28599515



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9. Maintaining weekly reports of Call logs and and record of movement of spares/replacement of non working parts and reports should be submitted to UIIC on monthly basis (hard copy and soft copy).
10. Proper Inventory to be maintained in the vendor's software.

You are therefore required to submit your commercial proposal before 21.03.2022(before 3PM) on e-Nivida portal. You may send your pre-bid queries by 16.03.2022 to email ID: rfp.infra@uiic.co.in. The total amount (excluding applicable taxes) for all items put together would be taken into consideration for identifying the L1 vendor.

- All hardware mentioned in the list to be covered for AMC; partial proposals will be rejected;
- L1 bidder is required to furnish the Agreement within 7 days of issuance of Letter of Acceptance

Kindly note that the AMC should be a comprehensive one including replacements of spare parts, preventive and corrective maintenance. The AMC payment would be released at the end of each quarter after reviewing the performance of the completed period (A copy of AMC agreement is enclosed for ready reference).

Thanking you,
Yours faithfully,


(ALOK KUMAR JAIN)
CHIEF MANAGER





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CIN: U93090TN1938GO1000108

ANNEXURE – SCOPE OF WORK

UIIC uses different Operating System, RDBMS and other software's for running different applications for its business. The list of software and the roles and responsibilities of the vendor with respect to the same are indicated below:

SOFTWARES IN USE AT UIIC

• **OPERATING SYSTEM**

1. RED HAT LINUX ADVANCED SERVER
2. WINDOWS DESKTOP OPERATING SYSTEMS

• **RDBMS**

1. ORACLE
2. MYSQL
3. MS ACCESS

• **WEB SERVER**

1. IIS
2. Apache TOMCAT

▪ **OTHERS**

1. Any other open source software which the company uses from time to time
2. Any other software the company purchases during the AMC contract period.
3. Implementation of security patches at regular intervals & troubleshooting endpoint vulnerabilities with timely solutions.

ACTIVITIES TO BE UNDERTAKEN BY THE VENDOR

- Vendor will undertake 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.
- Vendor has to produce per month service reports on Quarterly basis along with invoice.
- Unscheduled on-call corrective and remedial maintenance services to set right the



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malfunctions of the system. This includes replacement of unserviceable parts including Hard Disks, CD-Drives, Network Interface Cards, trouble-shooting for LANs including resolving network connectivity problem, etc. and all electronic parts except those specifically excluded under this agreement.

- Support for Installation, configuration and maintenance of the above software is as per UIIC requirements. Implement software installation after obtaining necessary approval from the IT team and should desist from loading extraneous software downloaded from the internet.
- Maintenance/Installation of operating system, installation of OS patches, office productivity suites, oracle RDBMS, Anti-virus software, preventive actions against virus spreads, detection/removal of virus, data transfer, configuration of Internet/Intranet, configuration of applications (client/server), installation of hardware accessories and any other software as called for by the company from time to time. (Licensed Software would be provided by UIIC), configuration and management of the network switches and wireless devices. The company has procured licenses for all the above softwares and the vendor representative(s) should not misuse such license key for their personal use nor should make copy of such software. Handover back to UIIC copies of any software provided to the engineers for smooth implementation of AMC activities at the end of the contract or as and when demanded by the Company.
- The vendor shall not sub-contract or permit any third party other than the Vendor's personnel to perform any work or service or other performance required of the Vendor under this agreement without the prior consent of the company.
- If the items 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 items would be repaired by some third party and the amount spent for such repairs would be billed to the AMC vendor and the same shall be in addition to the penalty imposed..
- 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.
- The vendor shall provide a minimum of four resident engineers at UIIC HO on all working days (Monday to Saturday). However, the number of resident engineers have to be increased by the vendor in case 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 HO/designated offices. The vendor should make alternative arrangements for servicing calls received from Operating Offices.



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- 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. Defective part should be taken away from UIIC premises only after the replacement part has been provided to UIIC. No advance collection of defective parts.
 - The vendor should maintain adequate stock of all components at UIIC premises as well as at vendor's office **located at Chennai** to attend to service calls immediately. Standby equipment of similar or higher capacity must be provided, if the equipment is expected to be down for more than 48 hours (2 days). For each 100 nos. of Desktop Computers, 2 nos. of Desktop Computers as stand by and for each 50 nos. of All- in-One Printers, 3 nos. of All-in-One Printers as standby should always be available at UIIC Head Office Premises.
 - The vendor should hand over the systems in working condition to the company after 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.
 - 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 in advance and at no extra cost. The cost of the transportation of any defective item for repairs shall be borne by the Vendor.
 - All repairs and maintenance service shall be performed by qualified and authorized personnel totally conversant and familiar with the system.
 - The bidder shall manage the entire Hardware, Software and LAN (Local Area Network) infrastructure of UIIC as detailed in the asset list by appointing adequate qualified & trained manpower at Head Office. During the agreement period FMS (Facility Management Service) act as a single point of contact for UIIC for handling any issues under this agreement.
 - In case of any additional LAN requirement, the same will be communicated to the facility management engineer. The successful vendor/FMS should accordingly visit the site to assess the requirement and prepare actual BOQ. Once the BOQ is approved, an order will be placed either through formal purchase order or through e-mail. UIIC will pay for components and services as per the actual. Any left, over cable boxes would have to be taken back and if more boxes are required than the projected figure, the same have to be brought and the same will be paid on actuals.
 - All the CDs, Operational Manuals, Stationery and similar accessories made available by equipment vendor would be handed over by the bidder to UIIC after the installation work is



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over. The installation of equipment shall be accepted only after installation tests are over successfully.

- The bidders should ensure that day-to-day functioning of official work and Intranet functioning of official work and existing network setup, connectivity, Internet and Intranet connectivity should not be disrupted during the process of installation of LAN. Any damage to the interiors during process of installation of LAN would have to be made good at no extra cost to the UIIC. There should not be any hanging or uncovered wire. Proper structured cabling standards and norms to be adhered to all the time.
- No charges for crimping tools, fixing tools, testing tools or any other tools (to be used by the bidder for installation/maintenance of the LAN) would be paid by UIIC. UIIC will not provide any tools or equipment's necessitated for maintenance.
- The System Integrator shall follow the cable laying standards to ensure proper separation from power lines, bending radius, etc.
- Company reserves the right for quantity variation due to increase/decrease in requirements. The bidder shall also provide all required products/services, which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification, including integration and interoperability with the existing LAN.
- **Comprehensive Training:** The selected bidder has to provide Comprehensive Training, at bidder's premises for least five UIIC personnel, in designing, installation, testing, troubleshooting, documenting and maintaining of complete infrastructure at their own cost.
- Resident engineer shall act as help desk for any hardware , software, network and related issues. They should co-ordinate with their support team for any new port installation and other in-house LAN issues. Co-ordinate and assist with other third party teams (like MPLS Helpdesk Team etc.) at HO for any switches and network issues. Connectivity testing. Maintenance of IP addresses of all users/desktops at Head-Office.
- Handover of Hardware and Software at the time of exit with proper documentation to the upcoming vendor.



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FACILITY MANAGEMENT SERVICES

- The successful bidder shall manage the entire Hardware, Software and LAN infrastructure of UIIC as detailed in the asset list by appointing adequate qualified manpower who is able to work from 9.30 am to 6.30 pm from Monday to Saturday, and should be available at the premises and support the calls in the time of exigency.
- FM engineer(s) should be trained & experienced professional having excellent communication skills. UIIC IT team will take interview of the engineer(s) before being posted in Head office. This process will be followed in case engineer(s) is replaced during the contract period.
- During the agreement period, FMS will act as a single point of contact for UIIC for handling any issues under this agreement.
- FMS should have basic tool kit comprising of Crimping Tool, Punch down tool, connectivity tester, Fluke tester, Screwdriver Set etc.
- Bidder should give one-month advance notice in case of replacement of engineer(s), with min 3 weeks handholding.
- FMS support personnel shall be responsible for the following activities:
 - a) Shall act as help desk for and attend to any LAN port and local network related issues.
 - b) Installation /Co-ordinate with their support team for any new port installation and other LAN issues.
 - c) Co-ordinate with and assist other third party teams (like MPLS Helpdesk Team etc.) at HO for any network issues.
 - d) Connectivity testing.
 - e) Preparation of BOQ (Bill of Quantity) for new installation.
 - f) Maintenance of IP addresses of all users/desktops at Head Office.
 - g) Documentation of: -
 - Numbering Layout.
 - Raceway Layout.
 - Jack Panel Details.
 - Server rack Jack Panel Details.
 - Rack Elevation.
 - Network Room Layout.
 - Data Connectivity Layout.



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- FMS shall be appointed within 2 weeks from the date of purchase order.
 - FMS support personnel can be asked for a visit to any other UIIC office in **CHENNAI** on need basis.
 - The vendor should provide 4 residential engineers Resident engineer should be able to handle servers, network devices, desktop, printers, switched and other equipments as detailed in the asset list. The resident engineers should have the following minimum qualification and experience.
 - Two engineer with B.E./ Diploma holder in CS/ECE/EEE/IT Computers Qualification with at least 2 year experience in handling server calls.
 - Two engineers should be B.E./Diploma Holders in CS/ECE/EEE/IT computers with at least 1-year experience.
 - Engineers should not be changed frequently without prior approval of UIIC.
 - Copy of qualification certificate should be enclosed.
 - Deploy suitable engineer(s) with requisite qualification. In case, the existing residential engineers proceed on leave in prior consultation and scrutiny by UIIC.
 - Any other activities as advised by IT Department
 - The company shall have the right to make changes or attachments to the equipment provided that such changes or attachments do not prevent proper maintenance from being performed. All engineering changes generally adopted hereafter by the vendor for equipment similar to that covered by this agreement shall be made at no cost to the company.
 - The actual quantity of equipment's 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 (above 10%) the vendor is entitled for AMC charges on Pro-rata basis.
 - 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 or extended office hours on working days at no extra cost
 - The vendor shall replace any parts of the hardware on failure with hardware parts having equivalent functional capabilities or new parts with approval of user.



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- 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 (except Hard disks of the system). 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. No advance collection of faulty part permitted.
- 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.

ANNUAL MAINTENANCE CONTRACT

This agreement made at _____ on this _____ day of _____ 20____, between (_____) a company registered under the Companies Act, 1956 and having its registered office at (_____) hereinafter called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors and M/s UNITED INDIA INSURANCE COMPANY LTD., a company registered under the Companies Act, 1956 and having its Head office at #19, 4th Lane, Nungambakkam High Road, 600034, hereinafter called "THE COMPANY" or "UIIC" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment inclusive of repairs, replacement and preventive maintenance of equipment's 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. GST and other taxes as applicable alone would be reimbursed as shown in the invoice.

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 undertake 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 Vendor has to produce per month service reports on Quarterly basis along with invoice
- 2.1.3 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, CD-Drives, Network Interface Cards, trouble-shooting for LANs including resolving network connectivity problem, etc. and all electronic parts **except those specifically excluded** under this agreement.
- 2.1.4 Support for Installation, configuration and maintenance of the above software is as per UIIC requirements. Implement software installation after obtaining necessary approval from the IT team and should desist from loading extraneous software downloaded from the internet.
- 2.1.5 Maintenance/Installation of operating system, installation of OS patches, office productivity suites, oracle RDBMS, Anti-virus software, preventive actions against virus spreads, detection/removal of virus, data transfer, configuration of Internet/Intranet, configuration of applications (client/server), installation of hardware accessories and any other software as called for by the company from time to time. (Licensed Software would

be provided by UIIC), configuration and management of the network switches and wireless devices. The company has procured licenses for all the above softwares and the vendor representative(s) should not misuse such license key for their personal use nor should make copy of such software. Handover back to UIIC copies of any software provided to the engineers for smooth implementation of AMC activities at the end of the contract or as and when demanded by the Company.

- 2.1.6 The vendor shall not sub-contract or permit any third party other than the Vendor's personnel to perform any work or service or other performance required of the Vendor under this agreement without the prior consent of the company.
- 2.1.7 If the items 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 items would be repaired by some third party and the amount spent for such repairs would be billed to the AMC vendor and the same shall be in addition to the penalty imposed.
- 2.1.8 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.
- 2.1.9 The vendor shall provide a minimum of four resident engineers at UIIC HO on all working days (Monday to Saturday). However, the number of resident engineers have to be increased by the vendor in case 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 HO/designated offices. The vendor should make alternative arrangements for servicing calls received from Operating Offices.
- 2.1.10 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. Defective part should be taken away from UIIC premises only after the replacement part has been provided to UIIC. No advance collection of defective parts.
- 2.1.11 The vendor should maintain adequate stock of all components **at UIIC premises** as well as at vendor's office **located at Chennai** to attend to service calls immediately. Standby equipment of similar or higher capacity must be provided, if the equipment is expected to be down for more than 48 hours (2 days). For each 100 nos. of Desktop Computers, 2 nos. of Desktop Computers as stand by and for each 50 nos. of All- in-One Printers, 3 nos. of All-in-One Printers as standby should always be available at UIIC Head Office Premises.
- 2.1.12 The vendor should hand over the systems in working condition to the company after 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.

- 2.1.13 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 in advance and at no extra cost. The cost of the transportation of any defective item for repairs shall be borne by the Vendor.
- 2.1.14 All repairs and maintenance service shall be performed by qualified and authorized personnel totally conversant and familiar with the system.
- 2.1.15 The bidder shall manage entire Hardware, Software and LAN (Local Area Network) infrastructure of UIIC as detailed in the asset list by appointing adequate qualified & trained manpower at Head Office. During the agreement period FMS (Facility Management Service) act as a single point of contact for UIIC for handling any issues under this agreement.
- 2.1.16 In case of any additional LAN requirement, the same will be communicated to the facility management engineer. The successful vendor/FMS should accordingly visit the site to assess the requirement and prepare actual BOQ. Once the BOQ is approved, an order will be placed either through formal purchase order or through e-mail. UIIC will pay for components and services as per the actual. Any left over cable boxes would have to be taken back and if more boxes are required than the projected figure, the same have to be brought and the same will be paid on actuals.
- 2.1.17 All the CDs, Operational Manuals, Stationery and similar accessories made available by equipment vendor would be handed over by the bidder to UIIC after the installation work is over. The installation of equipment shall be accepted only after installation tests are over successfully.
- 2.1.18 The vendor should ensure that day-to-day functioning of official work Intranet functioning of official work and existing network setup, connectivity Internet and Intranet connectivity should not get disrupted during the process of installation of LAN. There should not be any hanging or uncovered wire. Proper structured cabling standards and norms to be adhered to all the time.
- 2.1.19 No charges for crimping tools, fixing tools, testing tools or any other tools (to be used by the vendor for installation/ maintenance of the LAN) would be paid by UIIC. UIIC will not provide any tools or equipment's necessitated for maintenance.
- 2.1.20 The System Integrator shall follow the cable laying standards to ensure proper separation from power lines, bending radius, etc.
- 2.1.21 Company reserves the right for quantity variation due to increase/decrease in requirements. The vendor shall also provide all required products/ services which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification, including integration and interoperability with the existing LAN.
- 2.1.22 **Comprehensive Training:** Vendor has to provide Comprehensive Training, at vendor's premises for least five UIIC personnel, in designing, in installation, testing, trouble shooting, and maintaining of complete infrastructure at their own cost.

- 2.1.23 Resident engineer shall act as help desk for any hardware , software, network and related issues. They should co-ordinate with their support team for any new port installation and other in-house LAN issues. Co-ordinate and assist with other third party teams (like MPLS Helpdesk Team etc.) at HO for any switches and network issues. Connectivity testing. Maintenance of IP addresses of all users/desktops at Head-Office.
- 2.1.24 Handover of Hardware and Software at the time of exit with proper documentation to the upcoming vendor.
- 2.1.25 FMS shall be appointed within 2 weeks from the date of purchase order.
- 2.1.26 Vendor shall deploy suitable engineer(s) with requisite qualification. In case the existing residential engineers proceed on leave in prior consultation and scrutiny by UIIC.
- 2.1.27 FMS support personnel can be asked for a visit to any other UIIC office in CHENNAI on need basis.
- 2.1.28 The successful bidder shall manage the Hardware, Software and LAN infrastructure of UIIC as detailed in the asset list by appointing adequate qualified manpower who is able to work from 9.30 am to 6.30 pm from Monday to Saturday, and should be available at the premises and support the calls in the time of exigency.
- 2.1.29 FM engineer(s) should be trained & experienced professional having excellent communication skills. UIIC IT team will take interview of the engineer(s) before being posted in Head office. This process will be followed in case engineer(s) is replaced during the contract period.
- 2.1.30 During the agreement period, FMS will act as a single point of contact for UIIC for handling any issues under this agreement.
- 2.1.31 FMS should have basic tool kit comprising of Crimping Tool, Punch down tool, connectivity tester, Fluke tester, Screwdriver Set etc.
- 2.1.32 Bidder should give one-month advance notice in case of replacement of engineer(s), with min 3 weeks handholding.
- 2.1.33 The vendor should provide 4 residential engineers. Resident engineer should be able to handle servers, network devices, desktop, printers, switched and other equipments as detailed in the asset list. The resident engineers should have the following minimum qualification and experience.
- 2.1.34 Two engineer with B.E./ Diploma holder in CS/ECE/EEE/IT Computers Qualification with at least 2 year experience in handling servers and networks.
- 2.1.35 Two engineers should be B.E./Diploma Holders in CS/ECE/EEE/IT computers with at least 1-year experience.
- 2.1.36 Engineers should not be changed frequently without prior approval of UIIC.

2.1.37 Copy of qualification certificate should be enclosed.

2.1.38 Any other activities as advised by IT Department.

2.1.39 Deploy suitable engineer(s) with requisite qualification. In case, the existing residential engineers proceed on leave in prior consultation and scrutiny by UIIC.

2.1.40 FMS support personnel shall be responsible for the following activities:

- a) Shall act as help desk for and attend to any LAN port and local network related issues
- b) Installation /Co-ordinate with their support team for any new port installation and other LAN issues.
- c) Co-ordinate with and assist other third party teams (like MPLS Helpdesk Team etc.) at HO for any network issues.
- d) Connectivity testing.
- e) Preparation of BOQ (Bill of Quantity) for new installation.
- f) Maintenance of IP addresses of all users/desktops at Head Office.
- g) Documentation of: -
 - Numbering Layout.
 - Raceway Layout.
 - Jack Panel Details.
 - Server rack Jack Panel Details.
 - Rack Elevation.
 - Network Room Layout.
 - Data Connectivity Layout.

3. LIQUIDATED DAMAGES:

The vendor shall attend to on-call services within 4 hours of lodging of the complaint. Further the vendor should close all service calls within 2 working day (48 Hours) of lodging of calls.

In the event of part replacement (for eg. Motherboard etc), it should be completed within 3 working days (72 hours) of lodging of calls. 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 within 3 working days (72 hours), failing which penalty would be levied as under.

Rs.500/- per working day per Server (Including Tape Drives & Hard Disks)

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

Rs.100/- per working day per Printer.

Rs. 25/- per thirty minutes for no network connectivity

The above penalty not exceeding 25% of the AMC cost per year for the affected unit.

4. OBLIGATIONS OF THE COMPANY

- 4.1.1 The company shall pay Annual Maintenance Charges as mentioned in this agreement for the equipment's specified in the Annexure. The maintenance charges are payable at the end of each quarter after reviewing the performance of the vendor. 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 UPS for ensuring stabilized power supply.
- 4.1.3 The company shall provide a place with telephone extension for the resident engineer.
- 4.1.4 The company would try it level best to ensure that damage the systems especially cables etc are minimized due to rodents.

5. ENHANCEMENT / UPGRADATION OF EQUIPMENT

The company shall have the right to make changes or attachments to the equipment provided that such changes or attachments do not prevent proper maintenance from being performed. All engineering changes generally adopted hereafter by the vendor for equipment similar to that covered by this agreement shall be made at no cost to the company.

The actual quantity of equipment's 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 (above 10%) the vendor is entitled for AMC charges on Pro-rata basis.

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 or extended office hours on working days at no extra cost

7 REPLACEMENT OF PARTS

The vendor shall replace any parts of the hardware on failure with hardware parts having equivalent functional capabilities or new parts with approval of user.

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 (except Hard disks of the system). 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. No advance collection of faulty part permitted.

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.

9 EXCLUSIONS

This maintenance agreement does not include:

- a) Electrical work (except LAN Cabling & Labelling 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.
- c) Work due to alterations in the equipment by persons other than Vendors' personnel (except for minor rectification by UIIC in house systems engineer/personals after intimating the Vendor).
- d) Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.
- e) Plastic parts, Teflon sheet, printer kit and Printer heads are not covered under AMC.
- f) Projector lamp is not covered under AMC.

The system maintenance does not include the cost of consumables like ribbons, magnetic tapes, Inkjet Cartridges, floppy, laptop battery 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 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.

Either party may terminate the agreement prior to expiry of contract period by giving one month written notice.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 30 days' notice in writing in any of the following events:

- (I) The Vendor commits a material breach of the Agreement which is incapable of remedy; or The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Company specifying the event of default and requiring its remedy.

The Company and the Vendor may by notice in writing to the other terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an

order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy.

Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the vendor arising out of the Agreement.

11 TERMINATION FOR CONVENIENCE

UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 30 (Thirty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective

12 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 and conciliation Act 1996 and its subsequent amendment and only Courts of Chennai city only shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

13 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".

14 LIABILITIES & INDEMNITIES

The vendor 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 vendor agrees to indemnify UIIC in respect of any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

15 CONFIDENTIALITY

The vendor 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, consist of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor 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 to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

16. TRAVEL EXPENSES.

No travel expenses shall be borne by the Company in respect of travel undertaken by the vendor towards fulfillment of obligations under the Contract.

17. LIMITATION OF LIABILITY:

The limitation of liability on any default of vendor will not be more than the purchase order value of 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) _____
(Name & Designation)

Witness:
(Signature) _____
(Name & Designation)

Authorized Signatory of the **VENDOR** with Official stamp

(Signature) _____
(Name & Designation)

Witness:

(Signature) _____
(Name & Designation)