

AGREEMENT

This agreement is made on this day of _____20 IN BETWEEN M/s. Odisha State Financial Corporation, a statutory Corporation duly established under the provision of SFC Act 1951, having its Head Office at OMP square, Cuttack –753003 hereinafter called “THE CORPORATION” which expression shall include its successors and assigns of the First part.

AND

M/s. _____ Having its registered office at _____ represented through its Managing Director _____ aged about _____ years resident of _____ duly authorised by the resolution of Board of Directors meeting held on Dt. _____ herein after called as “THE CONTRACTOR” (which expression shall include its Successors / Executors / Administrator and assigns unless it is repugnant to the context or meaning thereof of the second part.

NOW IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

CLAUSE 1 : SCOPE OF CONTRACT

- 1.1 The scope of work of this contract is as per the details given at Annexure – I.
- 1.2 The Contractor shall carry out the contract as per the General Terms & Conditions specified in Annexure – II.
- 1.3 Schedule of computer equipments (Computers, Printers, Peripherals, UPS) for maintenance is given at Annexure – III. If the Contractor fails to check the list and report any anomaly within 15 (fifteen) days of the commencement of AMC, the said list would be treated as final and accepted by the Contractor.
- 1.4 The Contractor on receipt of any complaint shall attend the job immediately and complete it to the satisfaction of the Corporation or its authorized representative.

CLAUSE 2 : CONTRACT CO-ORDINATION

- 2.1 For effective execution of the said job co-ordination is required between the Corporation and the Contractor. Hence Service Engineer of the Contractor shall take briefing and instruction for carrying out the job on every working day. The Contractor shall meet the HoD, Computer Service Department of the Corporation at least once in a month.
- 2.2 The Contractor shall depute his Service Manager once in a week preferably on Monday’s to monitor satisfactory implementation of the contract.
- 2.3 The Contractor shall maintain a Complaint Register for OSFC. The Service Engineers of the Contractor shall obtain signature from the user group in OSFC on Service Report after satisfactory completion of work and submit to HoD, Computer Service Department every week. The working hours of Service Engineers in OSFC will be from 10.00 A.M. to 5.00 P.M.

2.4 Designated Service Engineer of Contractor shall ensure that the said job is carried out as per the scope of work given at Annexure – I

CLAUSE 3 : ANNUAL CHARGES FOR THE MAINTENANCE CONTRACT

3.1 The Contractor shall carry out the said job as per the scope of work at a price of ₹ _____ for a period of twelve months from CED for maintenance of equipments as per details given at Annexure – III.

CLAUSE 4: PENALTY :

4.1 Penalty shall be levied for not carrying out the terms of the said contract as mentioned in the scope of Contract at Annexure – I and General Terms and Conditions given in Annexure – II.

4.2 The penalty will be worked out by the Corporation on the basis of unsatisfactory work. In case of dispute over penalty or unsatisfactory work, the decision of the Managing Director of the Corporation will be final and binding on both the parties.

CLAUSE 5: DURATION OF CONTRACT :

5.1 The contract shall remain in force for a period of one year from _____ to _____ subject to qualitative and timely service to the satisfaction of the Corporation.

CLAUSE 6 : CONTRACT EFFECTIVE DATE :

6.1 The contract will be effective from _____.

CLAUSE 7 : PAYMENT TERM :

7.1 Payment will be made on half yearly basis (50% of order value of AMC), after completion of six months service, subject to their satisfactory performance to be certified by customer, or alternatively, 50% of order value may be released in advance, on submission of Bank Guarantee against 50% of order value of AMC. The penalty imposed if any as per the service level agreement while signing the contract will be deducted from the AMC charges.

The firm will give a performance Bank Guarantee of 10% of order value if exceeding Rs. 1 Lac, valid for AMC period at the time of accepting the contract.

CLAUSE 8: CORRESPONDENCE :

8.1 Save or otherwise provided in the contract, all actions to be taken and all notices to be given or taken here under by Manager, Computer Service Department of the Corporation, for the time being entrusted with the function, duties and powers on behalf of the Corporation; and on behalf of the Contractor by name to the given by Contractor.

8.2 After signing the agreement the Contractor shall correspond directly with the Manager, Computer Service Department of the Corporation in all matters concerning the contract and implementation of the terms thereof.

CLAUSE 9: TERMINATION OF CONTRACT:

9.1 Notwithstanding anything contained herein, the Corporation has the right at any time terminate this agreement, either wholly or in part, by giving one month notice in writing to the Contractor by a Registered Letter. The Corporation shall have no further liability to make any payment in terms of this agreement and all these obligations under this agreement shall cease after the expire of the said period of notice.

9.2 Provided that no notice is required to be given except a letter of termination in case the Company fails to comply with the terms and conditions of this agreement.

CLAUSE 10: WINDING UP:

10.1 In case of violation of terms and conditions of the contract or unsatisfactory maintenance of computer equipments, OSFC reserves the right to terminate the contract by giving one month notice to the Contractor. In such case the Contractor will hand over the computer equipments in full functional state failing which OSFC shall have the right to get the system repaired by any third party at the expense of the Contractor and recover the cost from their due.

CLAUSE 11: ARBITRATION:

11.1 In the event of any dispute or difference arising under this agreement the same shall be settled mutually. If the settlement is not possible by mutual consent, the said dispute or difference shall be referred to the sole arbitration of the Managing Director, OSFC or any arbitrator appointed by him. The award of the arbitrator shall be final and binding on both the parties.

11.2 The venue of the arbitration proceeding shall be the office of Managing Director of OSFC at Cuttack or such other places as the arbitrator may decide.

CLAUSE 12: PREVIOUS CONTRACT :

12.1 This contract and the Annexure and Appendices thereto set forth the entire understanding between the parties and shall supersede all prior representations, contracts, agreements, statements and understanding whether oral or in writing relating to any way whatsoever to this contract.

In witness where of both the parties to this agreement put their hand and seal to the agreement on the date mentioned above.

1. Party of the First part
(The Corporation)

2. Party of the Second part
(The Contractor)

ANNEXURE – 1

SCOPE OF WORK

1. PREVENTIVE MAINTENANCE :

There shall be at least one preventive maintenance call per quarter on each computer equipment of the Corporation. This consists of measures regarded by the Corporation and the Contractor as necessary to maintain the equipments listed in Annexure –III in functional condition. This includes functional checking and cleaning with proper cleaning fluids etc.

2. BREAKDOWN MAINTENANCE :

(a) **Breakdown maintenance** is to be carried out in the event of breakdown of equipment which prevents the operation of the equipment. Breakdown maintenance includes faultfinding / repair / replacement of defective parts and functional checking.

(b) **Down time:** The maximum allowable downtime shall be two days.

(i) **Intimation of breakdown of equipment:** Intimation of defects in equipment will be through a Complain Register which shall be maintained by the Computer Services Department of the Corporation at its Head Office at Cuttack. The Contractor's Service Engineer shall attend to the calls as per the Complaint Register and repair the equipments to the satisfaction of the users. After completion of the repair the details of the faults rectified and repair carried out shall be recorded in brief.

(ii) After the system is made operational it has to be accepted by the HoD, Computer Service Department or the staff authorized by him and sign in the complaint register closing the complaint.

(c) Spares required for maintenance:

(i) All defective parts shall be replaced or repaired by the Contractor free of cost and the defective parts are the property of the Contractor. The defective / unserviceable items shall be allowed to be taken by the Service Engineer of Contractor, only after HoD, Computer Service Department of the corporation is satisfied that it does not contain any classified / technical data, with proper gate pass duly signed by competent authorities at OSFC.

(ii) The Contractor shall stock sufficient spares to carry out timely repair and maintenance to keep down time minimum as specified in Para 2 (b) (I) and (II).

(iii) **Tools and Test instruments:** The contractor shall provide necessary tools and test instruments to their Service Engineers for the purpose of servicing.

(iv) The Contractor shall be responsible for installing Antivirus Software and checking virus and virus removal in each Computer. The Antivirus Software will be provided by OSFC.

(v) The contractor shall be responsible for satisfactory performance of existing software including Operating System software. If required, the operating System shall be reloaded and ensure to make the system/equipment/network fully functional.

(vi) The parts to be replaced in place of any defective one will be of working one with same capacity or higher.

(vii) In case of inclusion / deletion of computer equipments for maintenance, the actual charges will be paid on pro-rata basis from the billing cycle in which the equipment was included / deleted.

(viii) Maintenance of LAN includes crimping of cable ends and testing for connectivity.

3. SERVICES WHICH ARE NOT INCLUDED IN THE SCOPE OF MAINTANANCE CONTRACT:

- a) Plastic decorative parts of computers and printers.
- b) Breakdown due to lightening, mishandling and opening of the cabinet by the user without the presence of the service engineer of the Contractor.
- c) Machines which are not under maintenance.
- d) Consumables like floppies, printer ribbons, toner cartridges and Print Head.
- e) Electrical connection extended to the accessories.
- f) Contractor shall ensure that no damage is caused by his service engineer to the hardware and software while undertaking repair / maintenance to the equipment. Otherwise the Contractor will be liable to replace the damaged assembly / equipment or software free of cost or in case of failure to do so, replacement will be done by the Company at the risk of the Company and the amount will be deducted from the bill due.
- g) The Contractor shall ensure that genuine spares are used for repair. The spares installed by the Contractor shall be inspected by the HoD, Computer Service Department or the officer authorized by him. The Service Engineer shall not carry out any alteration / modification. The same will be carried out after getting written permission / approval of HoD, Computer Service Department.

4. SYSTEMS THAT ARE NOT REPAIRABLE DUE TO NON AVAILBILITY OF SPARE / OBSOLENCE

In case any System is not repairable due to its becoming obsolete the same will be deleted from the contract from the bill cycle the system is faulty and no further payment bill be made for such system. The deletion of obsolete equipment would be finalized by the HoD, Computer Service Department after inspection of equipment.

ANNEXURE – II

GENERAL TERMS AND CONDITIONS

1. The Contractor shall not be entitled for any additional payment during the tenure of this contract due to increase in material cost, transport etc.
2. Income Tax will be recoverable from the Company as per rules.
3. One service Engineer shall report to the Computer Service Department on call basis. In case of complaint received from any of the Branch Offices of OSFC the contractor will carry out necessary maintenance within 24 hours at the respective Branch offices with due information to the HoD, Computer Service Department at the Head Office. The Service Engineer of the Contractor will be present in OSFC till 5.00PM or later till completion of the assigned task for that day.
4. The Contractor on receiving any contract shall attend to it and complete the job immediately.
5. In case of delay in receipt of original spare parts which are not in stock, the Contractor shall provide compatible equivalent components as a temporary standby to reduce the down time of the machine and replace the component with original components, at their risk and responsibility.
6. In case of exigencies of service, the Contractor's personnel may be required at times even on holiday and Saturday / Sunday for which advance notice of 24 hours shall be given to the Contractor by the HoD, Computer Service Department of the Corporation.
7. The Contractor and the Corporation may at any time mutually agree to include in this contract, additional equipments which too shall be covered by all the terms and conditions of the contract and charges for which shall become payable to the Contractor for the remaining period of the contract w.e.f. from the bill cycle of its inclusion. Similarly in case of deletion of any equipment which are beyond economical repair and obsolete, the maintenance charges for these equipment shall be deducted from the bill. The service charges for addition / deleted items will be pro-rata basis.
8. OSFC reserves the right to shift any equipment under AMC to any of its offices depending on its requirement.
9. Repair of the computer equipments shall be done by Contractor only and in no case repairing through Sub-contractors will be acceptable. If it is found that Sub-Contractors are employed for the repair of equipments, this contract may be rescinded.
10. The Contractor shall provide a list of qualified, trained Service Engineer / Staff having in-depth knowledge in handling computer related service problems with their mobile phone no. who would be deployed for maintenance of computer equipments of OSFC. They shall be provided with Identity Card of the Service Provider which they would show on demand as and when required to ensure their identity in any office of the Corporation. OSFC reserves the right to ask for the change of Service Engineer / Staff, if his performance / conduct with users found to be unsatisfactory.
11. After the end of contract the computer equipments will be handed over by the contractor to OSFC in good working conditions as at the time of entering into the agreement. No faulty equipment will be accepted by OSFC after expiry of AMC period.