

MODEL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at New Delhi on _____ of 2008 (Two Thousand Eight) for the period of one year from _____ to _____ between the _____ (name of the office and address) on behalf of the Kendriya Vidyalaya Sangathan (KVS), hereinafter referred to as First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s _____ Vendor Name, acting through authorized representative Sh _____ only authorized by the company/Firm vide resolution number _____ dated _____ (copy annexed to this maintenance agreement) with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas _____ has the Computer Equipment and Peripherals shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its Computer equipment and Peripherals installed at the _____

And whereas M/s _____ has agreed to perform the said maintenance services of the Computers and Peripherals and UPS as mentioned in this agreement and limited to the Computers and Peripherals and UPS covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement: Schedule-I - Details of Computers and Peripherals and UPS

- 1.1 However during the currency of the agreement, the department is at liberty to add to, or delete from, this schedule any numbers of desktops, printers and UPS, if so warranted. In case of addition of work, services will be performed, the same will be done on already agreed and settled-rates for the main contract of maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE COMPUTERS AND PERIPHERALS AND UPS IN _____

- 2.1 The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the Computers and Peripherals and UPS of _____ as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., from _____ to _____

Contd...

- 2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Computers and Peripherals and UPS and/or replacement of any items necessary for keeping the Desktops. Printers and UPS of , active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops. Printers and UPS. The replacement of all the spares (excluding printer heads, UPS batteries, printer ribbon and toner cartridges) is included under the Maintenance Contract. The replacement of defective spares with Original spares or spares of equivalent specification will be done by the second party, without any extra charge of any kind.
- 2.3 The comprehensive maintenance shall be carried out primarily at the premises of the..... during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.
- 2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.
- 2.5 The call logging procedure will be as follows:-
 (a) If through E-mail: Complaint to M/s.....
 (b) If through Fax : Complaint to M/s.....
 (c) If through Phone : M/s..... Ph. No.
 (d) The Address for correspondence :

M/s

.....

This procedure will be conveyed to all the officers and staff of KVS by M/s forthwith. In all cases complaint No. with date will be issued by M/s.....

- 2.6 Response time for maintenance call should not exceed 2 hours.
- 2.7 The system down time should not exceed 48 hours from the time at which the complaint was made. If the down time is more than 48 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 48 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from the subsequent payments or else from the Bank Guarantee if all the payments have been released.

2.8 The Second party, will ensure 95% uptime for Desktops and other items of equipments failing which liquidated damages of Rs.500/-per day per item subject to maximum of 2 percent of contract value will be recovered from the Bank Guarantee or the Payment due to the Service Provider, However before imposing liquidated charges, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the liquidated damages proposed, to be imposed on the second party.

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 2% of the AMC amount as Performance security in the form of Bank Guarantee (in the format prescribed) from a Nationalized Bank with the first party at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination or expiration, of this agreement after adjusting such dues or claims or both as may remain unpaid by the second party to the first party at the time of termination or expiration of this agreement.

4.0 PAYMENT TERMS:

4.1 The total maintenance charges for one year are Rupees, The comprehensive maintenance charges shall be payable to the second party in arrears on half yearly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC: no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the proportionate amount from the security deposited by the second party.

5.0 FORCE MAJEURE:

5.1 The or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party,

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 SYSTEM AVAILABILITY:

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Jt. Commissioner(Admn.), KVS for decision. The decision of the Jt. Commissioner(Admn.), KVS will be final and binding upon both the parties.

7.0 ASSIGNMENT:

7.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of to any other party.

8.0 ARBITRATION:

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the Jt. Commissioner(Admn.), KVS. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The cost of Arbitration (including the fees and expenses of the Arbitration) shall be shared equally by the parties unless the Award specifies otherwise.

8.3 The venue for arbitration will be New Delhi.

9 0 THE AGREEMENT :

9.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party
For and on behalf of,
the Kendriya Vidyalaya Sangathan

Name:
Designation:

(Rubber Seal)
In presence of

Witness - I
Name:
Address:

Witness - II
Name:
Address:

Second Party
For and on behalf of M/S-----

Name:
Designation:

(Rubber Seal)
In presence of

Witness - I
Name:
Address:

Witness - II
Name:
Address:

Schedule I: details of Computer peripheral and as
 on.....

Sl.No.	Item and its description	Sl. No. of the equipment	Complete configuration/ specification	Quantity	Working	Non working

Signature of First Party

Signature of Second

party

Rubber Seal

Rubber Seal

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
..... (hereinafter called the "tenderer")

has submitted their offer dated
for the supply of
..... (hereinafter called the "tender")

against the purchaser's tender enquiry No. KNOW ALL MEN by these
presents that WE
of having our registered office at
..... are bound unto.....

(hereinafter called the "Purchaser")
in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank binds itself,
its successors and assigns by these presents. Sealed with the Common Seal of the said
Bank this day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch