

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
FOR FAX MACHINE

This Agreement is made on _____, 2012 between M/s _____, hereinafter referred to as "Service Provider", and The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002, hereinafter referred to as "Company" for Comprehensive Annual Maintenance Contract for multi-purpose fax machines on yearly/pro-rata basis as per list attached.

The Service Provider, in consideration of payment of Rs. _____ per machine per annum in two instalments as per schedule given hereunder, agrees to carry-out maintenance of Company's fax machines, to keep them in good operational condition and to carry-out repair/replacement of all parts, if required, for proper functioning of multi-purpose fax machines on yearly/pro-rata basis on the following terms and conditions mentioned below:-

1. The AMC for maintenance of multi-purpose fax machines (as per list enclosed) shall be initially for a period of one year w.e.f. _____ to _____. The contract can be extended for a further period of one year on the same terms and conditions at the discretion of the Company considering the satisfactory services being provided by the Service Provider.
2. The Service Provider has checked all the multi-purpose fax machines as per list enclosed and agrees to take Comprehensive Annual Maintenance Contract of all the machines on yearly and on pro-rata basis also for a period of less than one year on account of addition of fax machine during the year.
3. The Comprehensive Annual Maintenance Contract shall include preventive maintenance service on monthly basis which includes cleaning of all parts and machine.
4. The Service Provider is responsible for maintaining multi-purpose fax machines in a perfectly working condition during the entire contract period and in case any part/parts of the machine is/are required to be replaced for proper functioning of the machine, the same shall be replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the Service Provider. However, the cost of consumables and physically damaged plastic parts shall be paid by the Company.
5. The Service Provider shall maintain 'Service/Complaint Card' in respect of each machine and get it signed from the user officer/department in certification of having carried out monthly service/repairs and attended complaints, if any.

6. The Service Provider shall submit photo-copy of 'Service/Complaint Card' duly signed and certified by the user officer/department along with the Half Yearly Bills to the Establishment Deptt. for release of payment. The payment shall be made within 15 working days from the date of receipt of bill alongwith photo-copy of 'Service/Complaint Card'.
7. The payment of AMC charges shall be made in two instalments on Half Yearly Basis i.e. first instalment after completion of first monthly preventive maintenance service and second instalment after completion of seventh monthly preventive maintenance service.
8. The vendor shall have to deposit Rs. 10,000/- (Rupees Ten Thousand only) as Security Deposit with the Customer.
9. In case multi-purpose fax machine is required to be taken to Service Provider's premises for repairs/replacement of parts etc., the Service Provider shall provide "Service Unit" in its place and bring back the original fax machine within 4-5 days duly repaired and in perfectly working condition.
10. The Service Provider shall be required to attend to complaints within 24 hours and carry-out repairs within reasonable time. In case the repairs to the machine is not carried out within reasonable time i.e. within 2-3 days, a penalty of Rs. 100/- per day shall be imposed and the same shall be adjusted from the bills/amount payable to the Service Provider.
11. The Service Provider shall provide monthly preventive maintenance service and attend complaints at the place of installation of multi-purpose fax machines mentioned in the enclosed list. The fax machines required to be shifted within the premises shall be carried out by the Service Provider free of charge. In case the fax machine is required to be shifted outside the premises of installation, reasonable shifting charges shall be paid by the Company.
12. The Service Provider does not cover any work necessitated by neglect, misuse, fire or accident. The cabling charges, if required for installation of machine, shall be paid extra by the Company.

This agreement is signed and stamped on _____, 2012, between both the parties.

For and on behalf of
The Oriental Insurance Co. Ltd.

For and on behalf of
