ANNUAL MAINTENANCE CONTRACT (AMC) OF UPS SYSTEMS

Ref: **AMC/UPS/1314/01**

1. Two Envelope Open Tender with separate Financial and Technical bid may be invited from APC Authorized partners only for Annual Maintenance Contract (AMC) on 24/7/365 basis for Scheduled/Emergency services (labour only) of following APC Equipments for SCF-K (Karachi) and SCF-L (Lahore) sites as per detailed Terms & Conditions given below.

List of Equipments

S No.	Equipment	Qty	Svc Charges (labour only) for Scheduled/Emergency Svc on 24/7/365 basis including Holidays (Amount in Rs.)	Location
a.	Symmetra PX 450 KVA	2		SCF-L
b.	Symmetra PX 160 KVA	1		“ ”
c.	Static Transfer Switch Make MGE Upsilon 1000	2		“ ”
d.	Symmetra PX 450 KVA	2		SCF-K
e.	Symmetra PX 160 KVA	1		“ ”
f.	Static Transfer Switch Make MGE Upsilon 1000	2		“ ”

2. **Duration of AMC**
   a. The AMC will remain valid for 12 months (One calendar year), commencing from _____ to _____. The Annual Maintenance Contract may be further extended with the mutual consent of both the parties ("CLIENT" and “CONTRACTOR”).
   b. The mutually agreed charges of the AMC will firm & final for the whole period of the Contract.

3. **Procedures for Rendering Service**
   a. In case of any breakdown or any malfunctioning in above Equipments, “CONTRACTOR” shall on receipt of telephonic complaint send its Engineer to the sites for necessary rectification of fault/ malfunctioning of the above Equipments as per the response time given below.

4. **Schedule Preventive Maintenance**

a. There will be 4 Nos scheduled Preventive Maintenance on quarterly basis at each site in a year, the time and date of these Preventive Maintenance schedules will be mutually decided by both the parties. In case of any change one week notice in advance will be issued by SUPARCO or CONTRACTOR, whichever is applicable.

b. Emergency visits for Maintenance of above Equipments shall be done as mentioned in Clause 3.

c. The contractor staff shall inspect the battery cabinets of UPS and Clean the battery terminals if rusty in the preventive maintenance visit.

5. **Response Time**

a. Response time to reach each site shall be 2-4 hours during office hours 9 to 5 Monday to Friday and 4-6 hours in off hours & holidays.

b. Resolution time for diagnosis and rectification of fault in case spares are available with SUPARCO 24-48 hours (depending upon the nature of fault).

c. Time for quotation of spare parts available in ex-stock will be within 24 hours.

d. Time for quotation of spare parts in case of import with the option of speedy delivery will be 2-3 days.

6. **Coverage Hours/ Emergency Visits**

a. "CONTRACTOR" shall render its services 24/7/365 days including Sunday and Public holidays.

b. Emergency visits shall carried out as per the response time mentioned under Clause 5.

7. **Problem Detection, Escalation and Solution**

a. SUPARCO personnel calling the "CONTRACTOR" Help Desk to open a job number will initiate fault reporting and repair procedures.

c. The Help Desk to be operational at all "CONTRACTOR" points of presence.

d. The Help Desk will answer a question or provide information in an effort to resolve the difficulty in the most expeditious manner.

e. If the trouble is determined to be such that it cannot be resolved by "CONTRACTOR" Help Desk, the Help Desk will log the problem, and dispatch System Engineer to the site for hardware servicing.

8. **CONTRACTOR's Obligations**

a. "CONTRACTOR" shall ensure a response and resolution time as per Clause 5 above for SUPARCO's locations at Karachi and Kala Shah Kakoo.

b. "CONTRACTOR" shall ensure that only genuine/approved parts of APC are being used during any replacement.

c. The scope of maintenance shall include all the guidelines, recommendations of the OEM in the product manuals, its website and other sources of dissemination.

9. **SUPARCO's Obligations**

a. Providing site Environment with proper air-conditioning and dust free room.

b. Ensuring safety of the equipment and peripherals. SUPARCO shall provide safe access to equipment on SUPARCO's premises and shall maintain the environment where the equipment is located in a safe and secure condition.

c. Providing access to equipment/related facilities to "CONTRACTOR" in connection with performance of work.

d. SUPARCO will be at liberty to procure the replacement part from any APC authorized dealer during the validity of the contract.

10. **Payment**

a. Advance payment for AMC shall not be made.

b. Payment will be released on quarterly basis (after the end of the quarter on satisfactory rendering of preventive maintenance services by "CONTRACTOR")

c. "CONTRACTOR" must submit the invoices separately for two stations to Procurement Division, SUPARCO HQs along with the details of the jobs after the end of each quarter, payment will be processed after the endorsement of the SUPARCO User in 2-3 weeks time.

d. The charges will be paid after the necessary deduction of the in vogue Income Tax, in case of waiver of the tax deduction, a valid certificate/ evidence must be provided by "CONTRACTOR".

e. No travelling, boarding or meal charges will be provided to "CONTRACTOR" at both the sites.

f. Payment will be made in the name of "CONTRACTOR", in Pak Rupee and the cheque/ DD/ PO will be dispatched to the address of the "CONTRACTOR" as mentioned above.

g. If any tax duty may be imposed, increased/ decreased or withdrawn, same will be implemented accordingly.

h. 6% Income Tax will be deducted as per Govt of Pakistan rules from bills/payments and included in CONTRACTOR price. Any other charges will be at SUPARCO's account.

11. **Indemnity**

a. "CONTRACTOR" shall respond and resolve all complaints made by SUPARCO for its locations, as per Clause 7, regarding breakdown/problems in the above Equipments within time as stipulated in Clause 5 above, where such maintenance may be required. However, if "CONTRACTOR" is unable to rectify the problem within agreed time lines and the above Equipments go on complete outage for SUPARCO's locations, SUPARCO shall impose LD of 2% on the quarterly bill in which delay has occurred. Provided such delay is not due to force majeure.

b. The entire provision of this AMC and the rights and obligations hereunder shall be governed by and constructed in accordance with the Laws of Pakistan.

12. **Equipment Tampering**

a. SUPARCO shall not make any alteration, connections, attachments, repairs or adjustments to the equipment, without the written consent of “CONTRACTOR”. Similarly, no part of the equipment may be removed without CONTRACTOR's consent.

13. **General Conditions**

a. The operation of the above Equipments in environment conditions outside the limit specified in the product's accompanying documentation shall absolve the “CONTRACTOR” to render the services to be provided under the agreement, “CONTRACTOR” shall also not provide services where the APC hardware and/or Software product of APC has been combined with a non-APC product that is incompatible with the specifications of the APC Hardware and/or software product.

b. CONTRACTOR will provide SUPARCO free upgrades/updates of software if there is any.

c. Any delay in the failure of performance by “CONTRACTOR” shall not constitute default hereunder if and to the extent such delay or failure of performance is caused by occurrence beyond reasonable control of “CONTRACTOR”, including but not limited to Acts of God, compliance of Govt. authority, act of war, fires, floods, explosions, accidents, riots or strikes or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the reasonable control of the Service Provider.

d. Only the Security Cleared officials/ Engineers of “CONTRACTOR” will be allowed to enter in the premises after showing the original CNIC. {It is suggested that “CONTRACTOR” may process/ request for the Security Clearance of the “CONTRACTOR” engineers/officials at both the sites in advance. For any inconvenience, the "CLIENT" will not be responsible}.

e. During the AMC there will be no change in the price/ charges structure, charges will remain same during the AMC period of one year.

f. CONTRACTOR shall not charge for health check services prior to AMC establishment.

14. **Termination**

a. If SUPARCO is not satisfied with the Services of “CONTRACTOR” then SUPARCO may terminate this Agreement forth with and may directly contact APC for the maintenance services.

15. **Dispute Resolution**

a. Any differences or disputes arising out of the performance of this Agreement between the Parties, which cannot be resolved by informal negotiation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of such differences or disputes, specifying the nature and extent of the disputed points at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation

and negotiation.

b. If the Parties are unable to resolve the matters in dispute within a period of fifteen (15) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be finally settled through arbitration by a sole Arbitrator mutually appointed by the Parties, or appointed by the Court in case of dispute as to the appointment of Arbitrator who shall act under the provisions of the Arbitration Act 1940. The arbitration shall take place in Karachi - Pakistan and the language of the proceeding shall be English.

Client SUPARCO Signature : _____ Name : _____ Designation : _____ Date : _____ Office Stamp : _____	 Signature : _____ Name : _____ Designation : _____ Date : _____ Office Stamp : _____