

Note for Disco's/ Consignees:

This Document is **Specimen** only for Annual Hardware Maintenance Agreements of High Range Servers & Related Equipment, The Highlighted Lines/Words or any other changes may kindly be made accordingly.



Power Information Technology Company

To harness the potential of Information Technology as a key contributor
In the development of Power Sector of Pakistan

405 Wapda House, Lahore- Ph: 042-99202666 Fax: 042-99202799



No. PITC/G-192(57)/2021/Agreement/

Dated: /07/2021

Reference: Rate Contract No. PITC/G-192(57)/2021/RC-2466

Dated: 14/ 07/ 2021

AGREEMENT

FOR

ANNUAL HARDWARE MAINTENANCE

OF

HIGH RANGE SERVERS AND RELATED EQUIPMENT

BETWEEN

POWER INFORMATION TECHNOLOGY COMPANY

AND

JAFFER BUSINESS (PVT) LTD,

Vender's Address:

Customer's Address:

Chief Executive Officer (PITC), 406 WAPDA House,
Shahrah-e-Quiad-e-Azam, Lahore.

Local Contacts:

Site Contacts:

042-99202666, 042-99202163

Signature :

Company's Authorized Representative

PITC's Representative

AGREEMENT

This Agreement made on the day **01 Aug, 2021** between **Power Information Technology Company** hereinafter called the "Customer" on the one hand and **Jaffer Business System (Pvt.) Ltd.** hereinafter called the "Company" on the other hand.

WHEREAS the customer desires that the company should provide Hardware Maintenance Services hereinafter called the "Services"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the terms & conditions of the contract hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this agreement.
2. In consideration of the payments to be made by the customer to the company as hereinafter mentioned, the company hereby covenants with the customer to provide the services and remedy any defects therein in conformity with the provision of the Agreement.
3. The customer hereby covenants to pay the company in consideration of the services and remedying of defects wherein the contract price or such other sum as may become payable under the provisions of this Agreement at the times and manner prescribed by the Agreement.
4. The following documents hereto shall be deemed to form an integral part of this contract:
 - i) Rate Contract PITC/G-192(57)/2021/RC-2466 dated: 14 / 07 / 2021 Appendix-I (Terms & Conditions)
 - ii) Appendix-II (List of Equipment with Approved Rates)
 - iii) Appendix-III (Specifications & Health Status Of Equipment)
5. In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

:

Contract No	Rate Contract PITC/G-192(57)/2021/RC-2466 Dated: 14 / 07 / 2021
Commencement Date	PITC/G-192(57)/2021/Agreement/ Dated: / 07 / 2021

**POWER INFORMATION
TECHNOLOGY COMPANY**

Witness By

Name		Name	
Designation		Designation	
Signature and Stamp		Signature and Stamp	

Jaffer Business System (Pvt.) Ltd

Witness By

Name		Name	
Designation		Designation	
Signature and Stamp		Signature and Stamp	

Signature :

Company's Authorized Representative

PITC's Representative

TERMS AND CONDITIONS OF THE AGREEMENT

- | | | |
|---|--|--|
| 1 | Effectiveness of Contract | This Agreement shall come into effect on the date it is signed by both parties and such other later date as may be specifically stated. |
| 2 | Commencement of Service | The Company shall carry out the first maintenance services 10 days after the Contract becomes effective, or at such later date as may be specified through written communication. |
| 3 | Maintenance Charges | The Maintenance charges for the equipment will commence on the stated date of commencement |
| 4 | Expiration of Contract | Unless terminated earlier pursuant to Clause 6 below, this Agreement shall terminate at the end of 3rd year after the commencement date unless otherwise extended for further period, as per provision contained in the rate contract. |
| 5 | Modification in conditions of contract | Modifications of Terms and Conditions of this Contract, including any modifications of the scope of services or of the contract price may only be made by written agreements between the parties and shall not be effective unless the consent of the competent authority has been obtained. |
| 6 | Termination | The customer may terminate this Agreement, by not less than thirty (30) days' written notice of termination to the company to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause and sixty days in the case of the event referred to in paragraph (c). |
| | 6.1 By the Customer | <ul style="list-style-type: none"> (a) If the Company becomes insolvent or bankrupt (b) If, as the result of Force Majeure, the Contractor is unable to perform the Maintenance (c) If the Customer, in its sole discretion, decides to terminate this contract. |
| | 6.2 By the Company | <p>The Company may terminate this contract, by not less than 90 days written notice to the Customer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause. The services during the notice period shall not be stopped</p> <ul style="list-style-type: none"> (a) If the Customer fails to pay any amount due to the Company pursuant to this contract and not subject to dispute pursuant to Clause 6 within sixty (60) days after receiving written notice from the Company that such payment is over due: or (b) If, as a result of Force Majeure, the Company is unable to perform the services for a period of not more than 15 days of the on call remedial maintenance required by the customer. |
| | Note: | On expiry or termination of Maintenance Contract the contractor will handover the equipment to the department / New Vendor in working condition with original specifications. |
| 7 | Payments Upon Termination | Upon termination of this Agreement pursuant to paragraphs (a) and (b) of Clause 6.1 and 6.2 payment of any outstanding amount due to the company for the services satisfactorily carried out prior to effective date of termination. |

Signature :

Company's Authorized Representative

PITC's Representative

- 8 Description of Services
- 8.1 Service Coverage and response time
- Standard service has a 8x6xN hours support format. This means 8 hours a day, six days a week, with response time (N) at following ranges of distance from company' s nearest office:
- i. 25 Km radius 4 hours.
 - ii. Above 25 Km to 80 Km radius 6 hours.
 - iii. Above 80 Km radius 8 hours.
- Calls received before 1300 hrs will be attended same day whereas calls received after 1300 hrs will be scheduled for the next day. However emergencies will be dealt accordingly.
- 8.2 Spares and Backup Equipment
- Based on the experience of equipment usage, its operations and related support, the demands for critical spare parts are quantifiable. Critical spares help reduce the costly system downtime. Highly critical spares will be kept for server machines only. Faulty parts will be replaced within 16 working hours however backup equipment will only be provided once it's established that machine requires detail lab service and it is subjected to availability.
- 8.3 Access to Equipment
- The maintenance services will be performed at the Customer's premises. The Company will have full and free access to the equipment to provide the service. Repairs may be carried out at the Company's repair center by approval of the Customer. Company shall be fully responsible for safety and security of the equipment taken out of the Customer's premises. Transportation costs will be borne by the Company.
- 8.4 Maintenance Timings
- The maintenance services at the office of the Customer will be performed during working hours of the Customer Monday through Saturday excluding public holidays. The Customer in writing may authorize any exceptions to the above due to exigency of work. The Company shall be directly responsible for the maintenance and shall not sublet the contract to third party.
- 9 Customer Responsibility
- i Backup and recovery of all data and software.
 - ii Maintaining a current back-up copy of the operating system and other applicable software programs and data.
 - iii The customer agrees that all the equipment will be earthed adequately operating through voltage stabilizer with an independent circuit breaker/power source and in a dust free environment.
 - iv Normally the Machine Room temperature should remain around 72°f or 22°c which may not exceed 76°f or 25°c in any case.
- To safeguard against the risk of data loss during hardware maintenance.
- 10 Payments
- Monthly invoice will be raised after the completion of services for payment within 30 days
- 11 Exclusions
- This agreement does not include the following
- (a) Service required due to non-company personnel providing service or modifications / additions to the equipment.
 - (b) Service to equipment whose Serial No. is altered or removed.
 - (c) Repair due to external factors such as accident, dropping, misuse, neglect, transportation and usage in unsuitable or unsafe places and fluctuation in electrical power.
 - (d) Repair or installation of electrical work external to the equipment, or relocation of equipment, addition/ modification or

Signature :

painting/refinishing of equipment.

- (e) Consumable parts like UPS Batteries, Tapes, Ribbons, Toners, Cartridges, Developer, Drum, Maintenance Kit, transfer belt, Stationary, Printer Wheels, Print Heads, Cables, Print module, Cleaning Pad, Printer Ribbon Shield, Ribbon Mask, Ribbon Drive Assembly, Heat Roller, Feeding Pad, Teflon etc.

- 12 Items not covered by Contract The items mentioned in Clause No. 11 not covered under the contract can be provided on additional payment for services & parts if requested by the customer.
- 13 General In case the equipment is shifted from one office location to another, the company will be informed accordingly.

List of Equipments with Approved Rates

Sr. No	Equipments	Qty	Unit Rates 1 st , 2 nd and 3 rd Year		Date of Maintenance Starting
			Unit Price without (Per year) (Rs)	Unit Price with 5% PST (Per year) (Rs)	
1					01-08-2021
2					
3					
4					

Note:

- (i) Any item, if missing in above list, its equivalence would be determined by mutual assessment of client and vendor.
- (ii) Items can be included or excluded at any stage of the agreement at Rate Contract unit Rates.

Company's Authorized Representative

Signature :

PITC's Representative

Specification & Health Status of Computer Equipments

Appendix-III

Specifications and health status of computer equipment in Station: CEO, PITC, WAPDA House, Lahore.

Sr. No	Equipment	Qty.	Health Check Status	Remarks
1				
2				
3				
4				

The machine bearing the remarks “OK” is supposed to be included in maintenance agreement.

Signature :

Company's Authorized Representative

PITC's Representative