

Annexure -3

On Rs. 200/- Non-Judicial Stamp Paper

AGREEMENT

This agreement is made at _____ on the _____ Month of _____ between, The Peoples' Urban Co-operative Bank Ltd, PB No 1. H.O, Main Road, East Fort Gate, Opp Mini Civil Station, Tripunithura, Ernakulam, Kerala, India - 682301 India which expression shall, wherever the context so permits and includes its successors and assigns) herein after referred as "BANK") of the one part, and _____ with its registered office at _____ represented by Shri/Smt. _____ (name and address of the supplier) (Hereinafter referred to as "the supplier") of the other part.

Whereas the Bank has invited a tender vide tender number. _____ dated _____ for the construction of the datacenter as per the schedule given therein.

WHEREAS the supplier hereinabove has submitted specific proposals in response to the above tender to undertake the Supply, Installation, Testing and Commissioning of DATA CENTER

WHEREAS the Bank has, after tendering and evaluation of samples, accepted the rates for the supply and installation of hardware and accessories

1. The Supplier hereby declares that the goods sold to under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the Purchase Order attached herewith and supplier hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of 20 months from the date of delivery of the said goods to and that notwithstanding the fact that may have inspected or approved the said goods, if during the aforesaid period of 20 months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the BANK in that behalf will be final and conclusive) will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the supplier's risk and all the provisions herein contained relating to rejection of goods, etc, shall apply. The supplier shall, if so called upon to do replace goods, etc. or such portion thereof as is rejected by the BANK. Otherwise, the supplier shall pay to such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of in that behalf under this contract or otherwise.
2. Requests for enhancement of rates once accepted will not be considered except where have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Supplier or attached with the supplier's tender or any other letter or paper from the supplier will not govern this contract nor bind the BANK in any manner whatsoever unless such terms have been expressly accepted by in writing.
3. The articles and quantities to be supplied are shown in the Purchase Order attached herewith. The Supplier agrees to supply the quantities of the articles shown in the order at

the rate tendered by him for each article within four weeks from the date of receipt of the order.

4. The supplier agrees that time is the essence of this contract.
5. If the supplier defaults in the due supply of all or any of the articles correctly and promptly as above, are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by the Supplier's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Supplier agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to BANK.

(b) If the Supplier fails to deliver all or any of the item or perform the service within the time/period specified in the

contract, the BANK shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 1% of the delivered price for the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached, the BANK may consider termination of the contract at the risk and cost of the contractor.

6. All payments to the Supplier for supplies affected satisfactorily will be made after scrutiny of Invoices. The supplier shall produce Original Invoice in Form No. 8/8A, Delivery Challans & Installation Certificates duly acknowledged by the customer within 15 days after the successful installation.
7. The Supplier shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The Supplier shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of BANK. The BANK shall have absolute power to refuse such consent or revoke such consent (if given) at any time. The Supplier shall not be relieved from his obligation, duty or responsibility under this Contract even if consent to let or sublet is given by the BANK.
8. NOTWITHSTANDING the provisions contained in clause 4, the BANK shall have the right to cancel the contract for any default on the part of Supplier in due performance thereof.
9. It shall be lawful for the Bank from and out of any money for the time being payable or due to the Supplier from under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by reason of the cancellation of the contract.
10. The Supplier agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by pre-paid post to his address as mentioned in this deed.
11. The security deposit shall subject to the conditions specified herein be returned to the Supplier within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
12. In case the supply of articles involves erection of machinery the Supplier agrees that the machinery will be erected within the time and at the place specified by in that behalf. It shall also be the duty and responsibility of the Supplier to see that the machinery thus, erected is

in good working condition to the satisfaction of the person duly authorized by in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. In the event of the failure of the supplier to erect the machinery within the time and at the place specified by or in the event of the machinery failing to function properly during the guarantee period, the amount spent by and the loss sustained by the Bank on this account by making alternative arrangements shall be recoverable from the supplier in the manner provided in clause 14 hereunder.

13. The Supplier agrees that all sums found due to under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being the force as though they are arrears of land revenue or in any other manner and within such time as may deem fit. In deciding what sum of money is due under by virtue of this deed, the Supplier agrees that the decision of the Bank shall be final and conclusive and shall be binding on the Supplier.

Termination of contract if issue remains unresolved after 30 days from date of issue reporting by invoking Performance Bank Guarantee. There would be penalties for breach of service levels as mentioned below, once the installation is completed The penalty amount shall be deducted from the pending payments/ security deposit/ other payments payable or would have to be remitted before the end of the contract.

Note: All penalties shall be made by forfeiting the Performance Bank Guarantee submitted by the supplier or any eligible payments to the supplier. Only Government working days shall be taken into account for the computation of penalty.

The time for ensuring service levels shall be calculated from the time of reporting of the calls at the designated service center.

A service center shall be designated for reporting the problems. It should be accessible over telephone through a toll- free number and online complained registration system. It should be possible to report and obtain status of reported calls in Malayalam.

Any legal disputes between the parties, the same shall be referred to the Court having jurisdiction in

IN WITNESS WHERE OF the Supplier and Shri (Name and designation) for and on behalf of have hereunto set their hands

Signed, sealed and delivered by (Supplier)
Signature with Seal

In the Presence of witness

- 1.
- 2.

Signed, sealed and delivered by In the Presence of witness 1. 2.