

Sample Contract Form

Ref: [.....]

Date:

Service Agreement for Precision Air Conditioner (4 TON), Comfort Air Conditioner, Auto Fire Detection & suppression System (AFSS), Online Ups (20 & 40 KVA) and Environment monitoring system (EMS) between [*company name*] and Bangladesh Supreme Court, Dhaka, Bangladesh

Agreement Activation Date: From [*current date*] and Contract Ref. No: [.....]

Between

Bangladesh Supreme Court, Dhaka, Bangladesh, hereinafter referred to as the “**FIRST PARTY**” which expression where the context so admits shall include its successors in interest and assigns of the First Part.

And

[*Company name*] having their office at[address of head office]... hereinafter referred to as the “**SECOND PARTY**” which expression where the context so admits shall include its successors in interest and assigns of the Second Part.

The **FIRST PARTY** hereby expresses the willingness to appoint the **SECOND PARTY (Company name)** to carry out monthly inspection, servicing & troubleshooting of the Precision Air Conditioner (4 TONx2), Comfort Air Conditioner (3TONx2), Auto Fire Detection & suppression System (AFSS), Online UPS (20 & 40 KVA) and EMS from the effective date of contract for a period of 12 months.

The **SECOND PARTY (Company name)** hereby agrees to carry out inspection, servicing & troubleshooting of the Precision Air Conditioner (4 TONx2), Comfort Air Conditioner (3TONx2), Auto Fire Detection & suppression System (AFSS), Online UPS (20 & 40 KVA) and EMS from the effective date.

Company name and Bangladesh Supreme Court, Dhaka, Bangladesh being called in this agreement individually as Party and Collectively as Parties

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERE TO AS FOLLOWS:**

1. This Agreement shall come into force with effect from the date of formal execution (signing) by duly authorized officers of both parties

ANNEX-1

SCOPE OF WORK AND RESPONSIBILITY MATRIX

1.1 Periodical Maintenance Scope of Work:

SL	Particulars	Period	Capacity/Model	Remarks
1	Quarterly checking of PAC: a. Parameter checking; b. Fan controller, I/O checking; c. Outdoor checking. d. Gas pressure checking	4 times per year	4Ton/CCD 151A Brand: Stulz	

2	Quarterly checking of CAC: a. Indoor and Outdoor fan, motor checking b. Gas pressure checking	4 times per year	3 Ton/ Split (Apollo)	
3	Quarterly checking of AFSS: a. Heat and smoke detector checking b. Fire panel board, battery, electric wiring checking c. Cylinder pressure checking	4 times per year	FM 200 2 Zone, 4 Sensor	
4	Quarterly checking of EMS a. Zone settings b. Sensor checking c. Wiring checking	4 times per year	2 Zones for Humidity & Temperature.	
5	Quarterly Checking of Online UPS a. Error log checking b. Battery pole charge checking c. Electric phase checking d. Internal FAN checking e. Circuit board checking	4 times per year	Brand: GE 20 KVA & 40 KVA	
4	Quarterly Servicing of PAC: a. Indoor air-filter cleaning; b. Drain line cleaning; c. Mechanical parts (e-heater, valve, s/w); d. All safety tripping status; e. Software section; f. Outdoor cleaning (by water and detergent); g. HP and LP level.	4 times per year	4Ton/CCD 151A	
5	Quarterly Servicing of CAC: a. Indoor and outdoor cleaning b. Drain line cleaning;	4 times per year		
6	Quarterly Servicing of AFSS: a. Heat and smoke detector checking b. Fire panel board, battery, electric wiring checking c. Cylinder pressure checking	4 times per year		
4	Quarterly Servicing of EMS a. Zone settings b. Sensor cleaning c. Raise floor cleaning d. Insulation surface cleaning e. Wiring management	4 times per year		
5	Quarterly Servicing of Online UPS a. Error log handling b. Electric phase wise load balancing c. Internal FAN cleaning d. Circuit board cleaning e. Power room cleaning	4 times per year		

Note: Above Maintenance will be provide as per the guideline of Manufacturer Being a partner for Bangladesh Territory, we are maintaining standard stock of all kind spare of above mention products.

1.2 Corrective Maintenance Scope of Work:

The Supreme Court of Bangladesh, Dhaka, without any delay will notify **Company name** in case of any alarm uneven sound / function/malfunction observed in the Said data Center Components.

On being notified, **[company name]** will attend to the site following MTTA and provide troubleshooting services following MTTR for the contract period for free of cost.

Class	Definition	Mean Time To Attend (MTTA)	Mean Time To Restore (MTTR)
Class 1	Complete System failure resulting in total stop of the said component. Class requires immediate action by the supports group.	Reach to the site maximum within 2 hours	2 Hours
Class 2	Partial system failure but DC is in running condition can be maintained. It also requires immediate action by the supports group.	Reach to the site maximum within 3 hours	4 Hours
Class 3	Minor system problem	Reach to the site maximum within 4 hours	6 Hours

1.3 Escalation Matrix (First Party):

SL	Name	Designation	Mobile No	Email	Remarks
1		Asstt. Maintenance Engineer			1st level
2		System Analyst			2nd level
3		Special Officer			3rd Level

1.4 Escalation Matrix (Second Party):

SL	Name	Designation	Mobile No	Email	Remarks
1		Asst. Engineer (Technical)			1st level
2		Head Of Technical			2nd level
3		COO (Chief Operation Officer)			3rd Level

1.5 Trouble Cause Analysis report: In Every Major incident, **[company name]** shall analysis the root cause of the trouble and after recovery **[company name]** shall submit a report stating causes of trouble.

1.6 Site: The actual place where the Precision Air Conditioner (4 TON), Comfort Air Conditioner, Auto Fire Detection & suppression System (AFSS) is located, the specific address being: Bangladesh Supreme Court, Dhaka, Bangladesh.

1.7 Working Hours: The working hours for the **[company name]** under this agreement shall be **24x7** service.

1.8 Amendment: Either party signing this contract can propose the amendment in the contract, if the other party agrees to the amendment; they can sign an

amendment to any of the contents of this contract which shall be written and Construed an integral part of this contract.

1.9 Renewal: After the expiry of this contract, both parties signing this contract upon mutual agreement can renew this contract by signing another true copy of this contract making necessary changes if required.

1.10 Consumable Items Replacement Duration: Consumable Items will be replaced as per original Manufacturer recommendations.

1.11 Spares & Consumables: *[company name]* will supply the spares & consumables for the corrective & Preventive Maintenance of the Precision Air Conditioner (4 TONx2), Comfort Air Conditioner (3TONx2), Auto Fire Detection & suppression System (AFSS), Online UPS (20 & 40 KVA) and EMS. Parts and other consumables should be purchased by the **FIRST PARTY** from the **SCEOND PARTY** to ensure the genuineness and optimum performance of the Data center's components. **SCEOND PARTY** shall provide warranty of spare parts which is received by SCEOND PARTY from the Manufacturers.

1.12 Force Majeure: No penalty / liability shall be charged for nonperformance or delayed execution of this contract as a result of force majeure, including but not limited to acts of goods, labor disputes involving acts like go-slow, lockouts, strikes, etc., and other circumstances beyond the reasonable control of *[company name]*, time to time acknowledging to First party of force majeure.

1.13 Site Clearances: The First party shall provide necessary clearance and facilities for shifting of the unit to the designated floor and the plant rooms. Any kind of associated and necessary works required for locating the units to the designated space shall be in First party Scopes.

1.14 Storage & Safe Custody: Safe storage and custody of the material / equipment delivered at site shall be First party responsibility. We shall not be liable for any theft / damage to the units and our installed work.

1.15 Scope not included: Civil works, water source and Electric Works, AC Main Power Cable etc.

1.16 Termination of Agreement:

- a) Either party shall have the right to terminate this agreement based on justified reasons and mutual consensus.
- b) A termination notice shall be served by the either party at least before one month of the effective date of termination.
- c) In case of the parties for terminating the agreement in less than one month time, the Party willing to terminate the contract shall pay one month service charge to the other party.

1.17 Renew of the contract/agreement: If both parties want to continue this agreement, the second party should submit his proposal

in this clause. The proposal should contain a complete guideline for both spare parts and service charge. This proposal may be re-evaluated by the fist party in every year.

	1 st Year	2 nd Year	3 rd Year
Service Charge	[state %]	[state %]	[state %]
Spare parts	[state %]	[state %]	[state %]

1.18 Specification: In line with our policy of continual improvement, we reserve the right to modify the design & change the specifications of any material, if in our opinion such changes constitute any improvements or are in accordance with the latest standards or manufacturing methods. Therefore, specifications, illustrations, dimensions & weights given in our catalogue are not binding in detail by mutual understanding of both parties.

1.19 Penalty: If [*company name*] fail to attend within MTTA at site and fail to complete fault finding within MTTR of Precision Air-condition and other visible parts, [*company name*] shall pay penalty Tk 250.00 (Two hundred fifty)/Hour for each occurrence except Force Majeure.

ANNEX – 2

2.1 Price for Precision Air Conditioner (4 TONx2), Comfort Air Conditioner (3TONx2), Auto Fire Detection & suppression System (AFSS), Online UPS (20 & 40 KVA) and EMS for the period of to

2.2 Summary of Total Service Charges:

SL	Product Name	Total Taka For 1 Year
1.	Precision AC	
2.	Comfort AC, AFSS	
3.	Online UPS, EMS	
Total Price (excluding VAT & TAX)		
Income Tax		
VAT		
Total Including VAT & TAX		

2.3 Stulz Precision Air Conditioner:

Sl. No.	Description of Maintenance Contract	Qty	Taka /Unit/Year	Total Taka for 1 Year
1	Annual Maintenance Contract Country of origin: Germany Brand: STULZ Model: CCD 151A ❖ Preventive Service and maintenance charge ❖ Call Attend: Unlimited ❖ Service: 365days x24hrs ❖ 4 Escalation Level Spare Parts: As per actual requirement	2		

2.4 Comfort AC(3 TONx2), EMS, AFSS, Online UPS (20 & 40 KVA):

Sl. No.	Description of Maintenance Contract	Qty	Taka /Unit/Year	Total Taka for 1 Year
1	Annual Maintenance Contract for Comfort AC, EMS, AFSS, Online UPS ❖ Preventive Service and maintenance charge ❖ Call Attend: Unlimited ❖ Service: 365days x24hrs ❖ 4 Escalation Level Spare Parts: As per actual requirement	1 Job		

2.5 Payment Terms and Conditions:

- a) All service and support charges shall be payable on quarterly as postpaid at actual basis upon satisfactory execution of work in local currency.
- b) VAT and TAX shall be applicable as per Government rules.
- c) The bill can be submitted prior to completion of the quarter.
- d) 100% Payment will be made within 30 days of completion of job and submission of Invoice to Finance department.

2.6 Price Basis of Spares:

The Service Provider Company should maintain a ready stock of spare parts regularly, so that the purchaser can buy from them.

Price of goods in this contract is listed under section 2.8-2.12.

2.7 Validity: This price is valid for the period of[Date].....

2.8 Price of the spares of AFSS:

SI No	Description of Items	Unit	Please quote rate in BDT
01	FM200 Gas	Kg	
02	Lead-Acid Battery, 12V each	Nos	
03	Heat Detector	Nos	
04	Photo electric smoke detector	Nos	
05	Re-pressuring of Cylinder with N2	Nos	
06	Fire Panel	Nos	
07	Zone card	Nos	

2.9 Spare Parts for AMC of PAC (Brand Stulz of Germany):

SI No	Part No	Qty	Description Of Spare	Please quote rate in BDT
1	M00187	1	Metallic oxide-varistor SIOV-S10K30 Siemens	
2	M14689	1	fuse SIBA T 630mA D6,35x32mm	
3	M14706	1	fuse SIBA T 4,0 A D6,35x32mm	
4	M14707	1	fuse SIBA T 6,3 A D6,35x32mm	
5	M14850	1	Transformer 100VA pri 200-460V sek. 24V -UL-	
6	M15995	1	LP-Switch PS3-A3S 1/3 bar	
7	M24000	1	contactor 100-C09-KJ10M 24V50/60 (3M+1NO)	
8	M24000	1	contactor 100-C09-KJ10M 24V50/60 (3M+1NO)	
9	M24137	1	miniature Circuit Breaker PXL 1-pol.10A-B	
10	M24416	1	Coupling relay complete 24VAC 1 changer	
11	M24523	1	differential pressure switch, adjustable,20-20	
12	M24697	1	power circuit breaker 140M-C2E-C20M;20,0A	
13	M24793	1	Coil solenoid valve ASC 24V 50/60Hz 15VA/8W	
14	M24988	1	cable gland PG21 RAL7035 IP68	
15	M24996	1	locknut EN 40430 PG21 RAL7035	
16	M26170	1	Easy connection box N/PE 2x(1x25mm ² and 7x6mm ²)	
17	M26178	1	CompTrol T/H-sensor S+S 4-20mA digital	
18	M26190	1	CompTrol 7000 Advanced-Terminal HW2	
19	M26312	1	2-conductor through clamp 1,5/TOPJOB S grey	
20	M26315	1	end plate 2-conductor clamp TOPJOB S orange	
21	M26317	1	4-conductor through clamp 1,5/TOPJOB S grey	
22	M26319	1	end plate 4-conductor clamp TOPJOB S orange	
23	M26320	1	4-conductor earth clamp 1,5/TOPJOB S green/yellow	
24	M26382	1	Comptrol 7000 I/O-Controller HW4	
25	M40105	1	Loadswitch 40A KG41	
26	M40109	1	cover plate for terminal KG41/64	
27	M55701	1	HP-Switch PS3-B6S 24,5/18 bar	
28	F00701	1	spring clip C 16	
29	F00701	1	spring clip C 16	
30	F00701	1	spring clip C 16	
31	F09060	1	key triangular 7mm	

32	F22109	1	2-Way solenoid valve body 200RB 454	
33	L10924	1	flap for schrader value	
34	L10924	1	flap for schrader value	
35	L10924	1	flap for schrader value	
36	L10927	1	valve inlet for charging	
37	L10927	1	valve inlet for charging	
38	L10927	1	valve inlet for charging	
39	M03767	1	shut off valve 5/8" FD67-1108-10-10	
40	M15547	1	check valve 3/8" SAE flare <	
41	M15883	1	Sight Glass AMI-1 SS4	
42	M23470	1	Compressor ZR 61 KCE TFD 522	
43	M24462	1	Front Display Advanced	
44	M24463	1	Front closed	
45	M24464	1	Front Top www.stulz.com	
46	M26240	1	EC-Mot. R3G 355-AI56-25 380-480V 0,94 kW	
47	M31484	1	Sealed filter-drier 053 SAE 3/8 flare<	
48	M42599	1	Expansion valve TX3-N28	
49	M61027	1	Screw/cyl. DIN 84- M 4 x 10 - A2	
50	M61027	1	Screw/cyl. DIN 84- M 4 x 10 - A2	
51	M61027	1	Screw/cylDIN 84- M 4 x 10 - A2	
52	M63612	1	Rota lock valve 1.000-14UNS-2B - 10mm	
53	M64165	1	pressure-relief valve 3060-33C 28 bar M64018	
54	M74363	1	Filter mat 841 x 570 x 22 G4 (FL220)	

2.10 Local Spares parts

S/L No	Unit	Qty	Spare Parts Name(all model)	Please quote rate in BDT
1	Each	1	Indoor fan Motor repair	
2	Each	1	Outdoor fan Motor repair	
3	ft	1	Copper pipe- (Straight)	
4	ft	1	PVC Pipe (3/4")	
5	ft	1	GI Pipe -3/4" to 1"	
6	Each	1	Copper Elbow	
7	Each	1	Copper Connector	
8	Each	1	Copper-T	
9	Each	1	Copper Reducer	
10	Each	1	Copper u (Oil Trap)	
11	Each	1	PVC Elbow	
12	Each	1	PVC Connector	
13	Each	1	PVC-T	
14	Each	1	PVC Glue	
15	Each	1	GI Elbow	
16	Each	1	GI Connector	
17	Each	1	GI-T	
18	Each	1	Teflon Tape	
19	Cyl	1	Refrigerant R-22	
20	Cyl	1	Dry Nitrogen Gas	
21	Cyl	1	Oxygen Gas	
22	Cyl	1	Acetylene Gas	
23	Pc	1	Brazing Rod	
24	Pc	1	Insulator	
25	Pc	1	PVC Tape	
26	Pack	1	Silicon Pudding	
27	Each	1	Dismantling indoor & outdoor unit of a PAC	

28	Each	1	Dismantling & Carrying indoor & outdoor unit of a PAC	
29	Each	1	Dismantling, Carrying & installation indoor & outdoor unit of a PAC	
30	Each	1	Supply , laying & connect required raiting power cable for ¾ ton PAC(IND to ODU power cable) (per feet)	
Note: if any.....				

2.11 Spare Parts for AMC of CAC:

SL No.	Item Description	Please quote rate in BDT
1	Indoor Fan Blower	
2	Indoor Card	
3	Indoor air filter set	
4	Compressor	
5	Outdoor fan	
6	Outdoor fan motor	
7	Outdoor fan motor repair	
8	Outdoor fan blade	
9	Outdoor card	
10	Remote	
11	R22 Gas charge	
12	Indoor fan capacitor	
13	Outdoor fan capacitor	
14	Staener	
15	Non return valve	
16	Filter dryer	
17	Indoor motor	
18	Indoor motor repair	

2.12 Spare Parts for AMC of EMS & Online UPS :

SL No.	Item Description	Please quote rate in BDT
Environment Monitoring System (EMS)		
1	GSM Modem	
2	Water Sensor	
3	Temperature Sensor	
4	Power Supply	
5	Raise floor Tile (per unit)	
6	Pedestal for raise floor	
Online UPS		
7	Battery unit	
8	Internal FAN	
9	Circuit Breaker	
10	Industrial PDU	
11	PCB for 20 KVA	
12	PCB for 40 KVA	
13	Mother board for 20 KVA	
14	Mother board for 40 KVA	
15	Fuse	

16	Display panel	
17	Magnetic conductor	
18	[please add, if needed]	
19	[please add, if needed]	
20	[please add, if needed]	

Note: The second party should take responsibility of the spares, which are not included above, from their own fund.

SAMPLE