

ANNUAL MAINTENANCE CONTRACT

Period from 15.06.2018 to 31.03.2023

Between

Pathri Taluka Shikshan Prasarak Mandal,



**Katruwar Arts, Ratanlal Kabra Science
and B. R. Mantri Commerce College
Manwath, Dist. Parbhani**

and



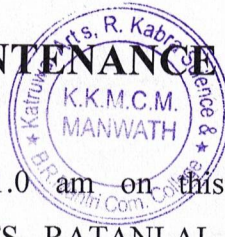
JAIN COMPUTERS

Manwat Dist- Parbhani

**Dr. Durgesh B. Ravande,
Coordinator, IQAC,
K.K.M. College Manwath,
Dist. Parbhani-431505**

**PRINCIPAL
Katruwar Arts R. Kabra Science
& B. R. Mantri Commerce College
MANWATH, Dist. PARBHANI**

ANNUAL MAINTENANCE CONTRACT



This agreement made at 11.0 am on this 17.08 day of 2018, between P.T.S.P.Mandal's KATRUWAR ARTS, RATANLAL KABRA SCIENCE AND B. R. MANTRI COMMERCE COLLEGE, MANWAT located at Ring Road, Near Bus Stand, Manwat, Dist. Parbhani 431505 hereinafter called "THE COLLEGE" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's preventive maintenance along with other allied services.

And

JAIN COMPUTERS, MANWAT a company registered under the Companies Act, 1956 and having its registered office at (Near Maharashtra Gramin Bank, Golit Nagar, Manwat Dist. Parbhani 431505) hereinafter called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors

SCOPE OF AGREEMENT:

The contract shall be in force for the period from **15.06.2018 to 31.03.2023** and shall cover all those items as specified in the Annexure to this agreement. That the prices as specified in this Agreement shall not be subject to any escalation. Taxes as applicable alone would be reimbursed as shown in the invoice.

SCOPE OF WORK:

The vendor shall provide the following services to keep the equipment in good working condition.

- The scope of work covers comprehensive on-site maintenance of Desktops, Network and MFU Printers, Biometric Attendance Machines, CCTV.
- Replacement of defective parts will be at the College's cost with original spares of the brand/make of the computer and peripherals as far as possible. In the event of non- availability of the spare parts, equivalent or higher configuration components should be substituted with the College's consent.
- The scope of work also includes software issues like Operating system reinstallation, Antivirus, software patches, and configuration of machine as if required taking Data Backup before formatting the machines.
- The scope of work covers provision work between 10:00 to 18:00 hrs on all working days and if required, on Saturdays and Sundays/Holidays and also after 18:00 hrs on working days.
- The vendor should ensure that the equipment reported down (including due to OS related problems) on any working day is set right within 48 hours of reporting the complaint and in no case, later than three working days.

Dr.Durgesh B.Ravande,
Coordinator, IQAC,
K.K.M.College, Manwath,
Dist.Parbhani-431505

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In case, the hardware cannot be repaired within the stipulated period, the vendor should inform the College for hardware replacement.

- The Vendor shall maintain the equipment as per the manufacturer's guidelines and shall use standard and genuine components for replacements
- Complaint can be registered either telephonically or by e-mail by respective branch/Office and proper record of the complaints to be maintained by the AMC Vendor. Escalation matrix and name of persons coordinating AMC jobs should be submitted to IT Department of the College immediately after AMC is awarded
- A logbook shall be maintained in which the vendor shall record all the complaints made and parts taken out of branches/office for repair. The vendor shall submit copy of consolidated complaint reports furnishing the details of department-wise breakdown calls lodged/attended and its status on quarterly basis to IT Department of the College.

All the complaints received shall be attended by them in following manner.

- a. Minor faults immediately with telephonic support.
- b. Major faults which require visit to the Department within 24 hrs.
- c. The vendor shall be responsible for taking backup data and programmes available on PCs before formatting the system and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under Acknowledgement.
- d. Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the vendor's/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the vendor.
- e. The replacement of components shall be as per manufacturer's instructions and as per the decision of IT Department of the College. No hardware items or parts will be taken out for repair without prior written approval of IT Department of the College.

The AMC Vendor shall carry out Preventive Maintenance (PM) on quarterly basis and shall plan, as per the schedule of quantities, such that maintenance is carried out in each equipment at least once in three months.

A separate logbook should be maintained to record the preventive maintenance carried out on each equipment.

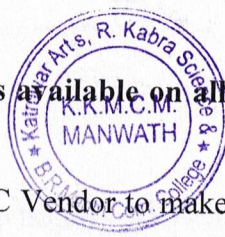
The schedule of preventive maintenance shall be as follows:-

- a. To ensure computer hardware and peripherals are working properly in the College and ensure that no call shall be pending more.
- b. Checking of power supply source for proper grounding and safety of equipment.
- c. Ensuring that the covers, screws, switches etc. are properly fastened in respect of each equipment.

Dr. Dursiff B. Shinde,
Coordinator, IQAC,
K.K.M. College, Manwath,
Dist. Parbhani. 431505

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The vendor shall make AMC services available on all days as and when requested by the College.



It shall be the responsibility of the AMC Vendor to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Department/office after expiry of the contract.

Company may decide to add or remove certain computers or peripherals from the AMC at any point of time during the contract. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during the AMC period will be calculated on pro-rata basis.

EXCLUSIONS

This AMC does not include:

- a. Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under this agreement.
- b. Damage resulting from accidents, fire, lightning or transportation. The cost of repairs or replacements due to these factors will include charges for labour as well as charges for parts, which is payable to the AMC vendor apart from AMC charges.
- c. Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.
- d. The system maintenance does not include the cost of consumables like ribbons, power cables, magnetic tapes, Inkjet Cartridges, Projector lamp, laptop battery and battery used for real time clock.
- e. In case of Printers Plastic Parts, Printer heads, Toner cartridges, Drum unit Assembly and Fuser kit Assembly shall be treated as consumable and not covered under AMC.
- f. Maintenance of Xerox Machines.

PAYMENT TERMS

1. AMC charges will be paid quarterly at the end of Quarter. Taxes shall be paid as applicable. Taxes to be clearly shown in invoices raised.
2. No advance payment will be released against the service order.
3. The vendor shall submit invoices for payment of quarterly maintenance charges.
4. Consolidated complaint reports furnishing the details of department wise breakdown calls lodged/attended must be submitted for release of quarterly payment.
5. Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

D. Durgesh B. Ravande,
Coordinator, IQAC,
K.K.M. College, Manwath,
Dist. Parbhani-431505

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MANWATH Dist PARRHANI

OBLIGATIONS OF THE COLLEGE:

1. The College shall pay Annual Maintenance Charges as mentioned in this agreement for the equipment specified in the Annexure. The maintenance charges are payable at the end of each quarter after reviewing the performance of the vendor.
2. The College will use UPS for ensuring stabilized power supply.
3. The College shall provide place for the resident engineer.
4. The College would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

REPLACEMENT OF PARTS:

The vendor shall replace any parts of the hardware on failure with hardware parts having similar or equivalent functional capabilities upon receiving purchase orders from the College.

Parts required for the maintenance of the equipment and/or correction of faults will be supplied at extra cost to the College.

Faulty parts removed from the system belong to Company. However, the Vendor can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the College.

RELOCATION OF SYSTEMS:

During the maintenance agreement in force, the company may relocate the system and keep the vendor informed. In case of relocation of equipment, transport and other incidental charges will be borne by the College.

CONTRACT VALIDITY AND TERMINATION OF AGREEMENT:

This contract will be valid for the period fromt **15.06.2018 to 31.03.2023** with a provision to extend the same for a further period of one year or part thereof on the same rates, terms and conditions on mutual consent.

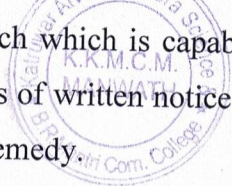
Either party may terminate the agreement prior to expiry of contract period by giving three months written notice.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 90 days notice in writing in any of the following events:

- I. The Vendor commits a material breach of the Agreement which is incapable of

remedy or
Dr. Durgesh B. Ravande,
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K. K. M. College, Manwath,
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Dist PARRHANI

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- II. The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Company specifying the event of default and requiring its remedy.
- III. The Company and the Vendor may by notice in writing to the other terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy.

Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the vendor arising out of the Agreement.

FORCE MAJEURE:

The vendor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following: -

"Act of Superpower, refusal of permissions or other Government Act, Fire, Explosion, Accident, industrial dispute and the like which renders it impossible or impracticable for the vendor to fulfill its obligations under the contract or any other cause/circumstances of whatsoever nature beyond vendor's control".

LIABILITIES & INDEMNITIES:

The vendor represent and warrants that the repair and maintenance of service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other entity. The vendor agrees to indemnify the College in respect of any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty

CONFIDENTIALITY:

The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release in only to employees requiring such information and not to disclose it to any other parties. The vendor shall take appropriate action with respect to its

employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.



LIMITATION OF LIABILITY:

The limitation of liability on any default of vendor will not be more than the purchase order value of arising out of this agreement.

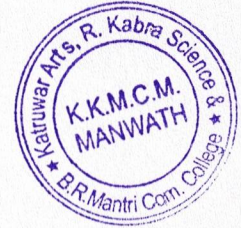
Whereof the parties have executed this contract on the above-mentioned date

Authorized Signatory of THE COLLEGE with official stamp

Dr. Durgesh B. Ravande,
Coordinator, IQAC,
K.K.M. College, Manwath,
Dist. Parbhani-431505

(Signature) Dr. Bhaskar Munde (Name & Designation)

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Authorized Signatory of the VENDOR with Official stamp

(Signature) Mr. Uday Jain



Uday Kumar A. Parbhankar
(Name & Designation)
Director,

Dr. Durgesh B. Ravande,
Coordinator, IQAC,
K.K.M. College, Manwath,
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