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Narayana Mill Junction, Opp: Sri Electrical World, Kalinga Road,  
Srikakulam, Andhra Pradesh- 532001  
Mobile: 9063747618

## ANNUAL MAINTENANCE CONTRACT

This agreement made at Srikakulam on this 2<sup>nd</sup> day of June 2021, between Mr. Neelu Computer established at Srikakulam, Near Narayana Mill Junction, Opp. Sri Electrical World, Kalinga Road, Srikakulam 532001 hereinafter called the "VENDOR" which expression shall wherever the context so requires, and Government Degree College(Men), Srikakulam 532001 hereinafter called "GOVERNMENT ORGANISATION" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's inclusive of repairs, replacement and preventive maintenance of equipment's along with other allied services set forth.

### 1. SCOPE OF AGREEMENT:

The contract shall be in force for the period from 02.06.2021 to 31.05.2022 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.

### 2. SCOPE OF WORK:

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

2.1 The scope of work covers comprehensive on-site maintenance of Desktops, Servers and MFU Printers.

2.2 The replacement of all the spares is included under the AMC. Replacement of defective parts will be at the vendor'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 company's consent. Faulty parts removed from the system belong to vendor. However, the company can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor.

2.3 The vendor shall maintain adequate spare machine and other spares at the site to facilitate any temporary replacement.

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X B. Neelakrishna

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2.4 The scope of work also includes software issue like Operating system (Windows), reinstallation of OS, Antivirus, software patches, configuration of machine as if required taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, bringing PC to Company domain after reinstallation of PC, installation/configuration of all software's provided by Company like Antivirus, software patches, MS office, Acrobat, Java patches, email client configuration and Browser configuration for GC CORE Software in client machine etc.

2.5 The scope of work covers provision of resident service engineer in the Regional Office, Visakhapatnam from 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. A technically qualified service engineer with an experience of not less than 3 years in computer hardware as well as software maintenance will be at the disposal of Regional office. The engineer will remain seat in Regional Office. The engineer will provide online support for immediate solution and liaisons with field engineers deputed for branches.

2.6 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. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide stand-by of the same till the hardware is returned duly repaired at no extra cost to Company.

2.7 The Vendor shall use standard and genuine components for replacement.

2.8 Complaint can be registered either telephonically or by e-mail and proper record of the complaints to be maintained by the AMC Vendor.

2.9 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 branch-wise breakdown calls lodged/attended and its status to the office.

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

2.11 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 Branch/office after expiry of the contract. In case any damage is found, the AMC Vendor is liable to rectify in even after the contract

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### 3. 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, floppy, 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.

### 4. PAYMENT TERMS

- a. The Maintenance charges will be paid to the vendor through cheque after the work is done that the system is working properly and the repairs are carried out satisfactory. Taxes to be clearly shown in invoices raised.
- b. No advance payment will be released against the service order.
- c. The vendor shall submit GST invoices for payment of quarterly maintenance charges.

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SRIKAKULAM

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## 5. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT.

This contract will be valid for the period from 02.06.2021 to 31.05.2022 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
- (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.

## 6. JURISDICTION AND ARBITRATION:

In case of any dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion and if not resolved then in accordance with and subject to the provisions of the Indian Arbitration and conciliation Act 1996 and its subsequent amendment and only Courts of Srikakulam shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

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X B. Neelakantam

**1. 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.

**In Witness whereof the parties have executed this contract on the above mentioned date**

Authorized Signatory of GOVERNMENT ORGANISATION with official stamp

(Signature) X  
(Name & Designation) PRINCIPAL  
Govt. Degree College (Men)  
SRIKAKULAM

Witness:

(Signature) S. Aruna Kumari  
(Name & Designation) S- ARUNA KUMARI (Lec in Math).

Authorized Signatory of the VENDOR with Official stamp

(Signature) B. Neelakrishna  
(Name & Designation) \_\_\_\_\_

Witness:

(Signature) J. SHARMILA RANI  
(Name & Designation) J. SHARMILA RANI, Lecturer in CA