



D. K. GOVERNMENT COLLEGE FOR WOMEN

Nellore, Andhra Pradesh- 524003

Autonomous College, College with Potential for Excellence

Re-accredited with "A" Grade by NAAC



ANNUAL MAINTENANCE CONTRACT

This agreement made at Nellore, on this 7th, Sept day of 2020, between "**Sri Vigneswara Computer Servicing Point, Nellore**", a company registered under the Companies Act, 1956 and hereinafter called the "**VENDOR**" which expression shall wherever the context so requires, mean and include its successors and "**M/S The Principal, D.K.Govt Degree College for Women, Nellore**". An Educational Institution hereinafter called "**THE CLIENT**" or "**DKWC**" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's inclusive of repairs and preventive maintenance of Computers's along with other allied services set forth in the annexure.

1. SCOPE OF AGREEMENT:

The contract shall be in force for the period from **07/09/2020 to 31/10/2021** 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 will not covered under the AMC. Replacement of defective parts will be at the Client'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 belongs to Client.

2.3 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 and Browser configuration in client machine etc.

2.4. The scope of work covers provision of the service engineer in Client's Location, Nellore from 10:00 to 17:00 hrs on all working days. A technically qualified service engineer with an experience of not less than 6 years in computer hardware as well as software maintenance will be provided when the Client needs support and engineer will visit Client's Location 4 times in a Month for the AMC Period. The engineer will provide online support for immediate solution and liaisons with field engineers deputed for Client.



2.5. 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.

2.6. The Vendor shall maintain the equipment's as per the manufacture's guidelines and shall use standard and genuine components for replacements.

2.7. Complaint can be registered either telephonically or by e-mail by respective Department/Office and proper record of the complaints to be maintained by the AMC Vendor.

2.8. 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 The Principal of the Institution.

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 location within 48 hrs.

c. 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.

2.9 The AMC Vendor should have the required drivers for maintaining the PCs and peripherals and for configuring them. The rates quoted should also cover the maintenance of operating system, software installation provided by Company, installation of patches, configuration of applications (clients) etc.

2.10 The contract shall be on comprehensive basis, inclusive of repairs and replacement of new spares will be installed with an extra cost of payments.

2.11 The AMC Vendor shall carry out Preventive Maintenance (PM) on quarterly basis and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. The AMC Vendor has to submit the preventive maintenance report to Head of the Institution on quarterly basis for the release of AMC payment.

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

2.13. The scope of work will also include the provision of engineer for reinstallation of computer hardware in case of shifting of branch premises or others.

2.14. 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.

2.15. 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.

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:

- 4.1 AMC charges to be paid quarterly at the Beginning/end of each Quarter.
- 4.2 Advance payment can be released against the service order.
- 4.3 Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

5. OBLIGATIONS OF THE COMPANY:

- 5.1 The company 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.
- 5.2 The company will use UPS for ensuring stabilized power supply.
- 5.3 The company would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

6. REPLACEMENT OF PARTS:

The vendor shall replace any parts of the hardware on failure with hardware parts having similar or equivalent functional capabilities.

Parts required for the maintenance of the equipment and / or correction of faults will be supplied at an extra cost to be paid by the client. Faulty parts removed from the system belong to client.

7. RELOCATION OF SYSTEMS:

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

8. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT:

This contract will be valid for the period from **07/09/2020 to 31/10/2021** with a provision to extend the same for a further period of one year or part thereof on the 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 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 Client or the Vendor arising out of the Agreement.

9. 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 Nellore only shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

10. 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 God, 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".

11. 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 DKWC in respect of any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

12. 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 it 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.

13. 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

Authorised Signatory of THE CLIENT with official stamp

(Signature)  (Name & Designation)
Ka. Jyoti
Principal
D.K. Govt. College for Women (A)
NELLORE.

Witness:
(Signature) *R. V. J.* (Name & Designation)
Lecturer in Charge
Department of Computer Science and Applications
Authorised Signatory of the VENDOR with Official stamp

(Signature) *Cheluvu* (Name & Designation)


Witness:
(Signature) _____ (Name & Designation)