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Annual Maintenance Contract, here in after is called as AMC of Bharata Mata College of Commerce and Arts, here in after called as BMCCA.

AMC is an agreement between the supplier of equipment and BMCCA, inclusive of repairs, replacement and preventive maintenance of equipment's along with other allied services.

1.Scope of Agreement

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

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 equipment like Desktops, Servers, Printers, Generators and other properties of BMCCA.

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 equipment. In the event of non-availability of the spare parts, equivalent or higher configuration components should be substituted with the consent of the management of BMCCA. Faulty parts removed from the equipment belong to vendor.

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

2.4. The scope of work covers provision of appointing qualified engineer or technician with an experience of not less than 3 years in the same field.

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2.5. The vendor should ensure that the equipment reported down on any working day is set right within 48 hours of reporting the complaint and in no case, later than 3 working days.

2.6. The Vendor shall maintain the equipment 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 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 BMCCA for repair.

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

a. Minor faults immediately with telephonic support.


b. Major faults which require visit to branch within 48 hrs.

c. The IT admin shall be responsible for, in case of computers, taking backup data and programme available on PCs before formatting the system and shall be also responsible for reloading the same.

d. Repair and servicing of equipment shall be carried out at BMCCA, 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 manufactures instructions and as per the decision of BMCCA.

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2.9. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments.

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

2.11 It shall be the responsibility of the AMC Vendor to make equipment work satisfactorily throughout the contract period. In case any damage is found, the AMC Vendor is liable to rectify it even after the contract.

2.13. If the equipment covered under this agreement are not attended for repair or problems are not rectified within the time frame mentioned in Annual Maintenance Agreement, such defective machines would be repaired by some third party and the amount spent for such repairs would be billed to the AMC vendor and the same shall be in addition to the penalty imposed.

3. PENALTY FOR LACK OF SERVICE SUPPORT


BMCCA expects proper service support during contract period. The Equipment should be set right within 48 hours of reporting the complaint. In case the machine is down for more than 3 working days and no substitute/standby system of similar or higher capacity in good working condition is provided by the vendor, the penalty per day may be charged as decided by BMCCA.

4. EXCLUSIONS

This AMC does not include:

- Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under this agreement.
- 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.

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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

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.

5. PAYMENT TERMS

5.1 AMC charges after deducting penalty will be paid quarterly at the end of Quarter. Taxes shall be paid as applicable. Taxes to be clearly shown in invoices raised.

5.2 No advance payment will be released against the service order.

5.3 The vendor shall submit GST invoices to BMCCA for payment of quarterly maintenance charges.

5.4 Consolidated complaint reports furnishing the details of breakdown calls lodged/attended must be submitted for release of quarterly payment.

5.5 Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

6. OBLIGATIONS OF BMCCA


6.1 BMCCA shall pay Annual Maintenance Charges as mentioned in this agreement for the equipment specified. The maintenance charges are payable at the end of each quarter after reviewing the performance of the vendor.

6.2 BMCCA will ensure stabilized power supply.

6.3 BMCCA shall provide all possible support to the service engineer.

6.4 BMCCA would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

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7. 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 no extra cost to BMCCA.

Faulty parts removed from the system belong to vendor. However, BMCCA 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.

8. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT.

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

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 Ernakulam city 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"

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11. LIABILITIES & INDEMNITIES

The vendor represent and warrants that the repair and maintenance of equipment 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 BMCCA 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 BMCCA. 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.

13. TRAVEL EXPENSES

No travel expenses shall be borne by BMCCA in respect of travel undertaken by the vendor towards fulfillment of obligations under the Contract.


14.LIMITATION OF LIABILITY:

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

15.Definitions

15.1AMC: An annual maintenance contract is an agreement between a company and a provider that sets expectations for the ongoing maintenance of machinery or property that the company purchases from the provider.

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15.2 Vendor: A vendor, also known as a supplier, is an individual or company that sells goods or services to someone else in the economic production chain.

15.3 Force majeure: is a provision in a contract that frees both parties from obligation if an extraordinary event directly prevents one or both parties from performing.

15.4 Preventive Maintenance: Preventive maintenance is the act of performing regularly scheduled maintenance activities to help prevent unexpected failures in the future.

16 References:

16.1 <https://www.lawinsider.com>

16.2 <https://www.freshworks.com>

16.3 <https://www.google.com>

16.4 <https://www.investopedia.com>

17. Authority for Approval

The authority for signing the AMC contract shall be the Executive Director of BMCCA. The AMC bills shall be submitted to Accounts department and the ultimate authority for passing the bill and making payment shall be the Executive director of BMCCA.

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