

Samaj Shikshan Mandal's  
**Amruteshwar Art's, Commerce and Science College,**  
**Vinzar, Velhe, Pune-412213**



**Annual maintenance Contract**

This agreement made at **Vinzar** on the 15 June of 2021, between **sysB Technologies** a firm having its office at **Pune** hereinafter called the "VENDOR" which expression shall wherever the context so requires, mean and include its successors and **Amruteshwar Arts, Commerce and Science College, Vinzar, Velhe, Pune 412213** a College and hereinafter called "COLLEGE" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of College Computers and allied equipment's inclusive of repairs and replacement of equipment's or items along with other allied services set forth by College.

**1. SCOPE OF AGREEMENT:**

The contract shall be in force for the period from **15/06/2021 to 14/06/2022** and shall cover all those items timely suggested by College to this agreement.

**2. SCOPE OF WORK:**

The vendor shall provide the following services to keep the College Computers, equipment, Printers etc. in good working condition.

2.1 The scope of work covers comprehensive on-site maintenance of College Desktops, Laptops, Scanner, 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 College's consent. Faulty parts removed from the system belong to vendor. However, the College 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 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 College 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 etc.

2.4. The vendor should ensure that the equipment reported 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 College.

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

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 College within 48 hrs.

c. The vendor shall be responsible for taking backup data and programme available on PCs before formatting the system and shall be also 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 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 manufactures instructions and as per the decision of College. No hardware items or parts will be taken out for repair without prior written approval of concern committee or Department.

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

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

2.8. The scope of work will also include the provision of skilled worker.

2.9. It shall be the responsibility of the AMC Vendor to make all the things and peripherals work satisfactorily throughout the contract period. In case any damage or faulty repair is found, the AMC Vendor is liable to rectify in even after the contract.



2.10. College may decide to add or remove certain things or peripherals from the AMC at any point of time during the contract.

### **3. PAYMENT TERMS:**

3.1 The maintenance charges will be paid after completion of work. Taxes shall be paid as applicable. Taxes to be clearly shown in invoices rose.

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

3.3 The vendor shall submit invoices for payment of maintenance charges at Amruteshwar Arts, Commerce and Science College, Vinzar, Velhe, Pune 412213 office.

### **4. OBLIGATIONS OF THE COLLEGE**

The college shall pay Annual Maintenance Charges as applicable. The maintenance charges are payable at the end of each work after reviewing the performance of the vendor.

### **5. REPLACEMENT OF PARTS**

The vendor shall replace any parts 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 the College. Faulty parts removed from the system belong to vendor. However, the College 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.

### **6. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT:**

This contract will be valid for the period from 15/06/2021 to 14/06/2022 with a provision to extend the same for a further period of one year or part thereof on the same rules, 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 College 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 College specifying the event of default and requiring its remedy.

## 7. TRAVEL EXPENSES:

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

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

Authorised Signatory of THE COLLEGE with official stamp

(Signature) \_\_\_\_\_

(Dr. Sanjeev Late,

Principal, Amruteshwar Arts, Commerce and Science College, Vinzar)

Witness:

(Signature) \_\_\_\_\_

(Head, IQAC, Amruteshwar Arts, Commerce and Science College, Vinzar)

Authorised Signatory of the VENDOR with Official stamp

(Signature) \_\_\_\_\_

(sysB Technologies, Ambegaon BK, Pune)

Witness:

(Signature) \_\_\_\_\_

(Name & Designation)

Deepak Bhaskar Shelke