



MARKET MAPPERS

9, Anand Kunj, Linking Road, Santacruz (W), Mumbai - 400 054. Tel : 2636 2700, 2600 0062

Date : 01/08/2019

To, St. Andrew College,

Kind Attn. : _____

Dear Sir,

Sub.: ANNUAL MAINTENANCE CONTRACT

As per our records the ~~warranty~~ Annual Maintenance Contract on the equipment Installed at your Office / ~~Residence/Society~~ expires as indicated below:

Equipment : FAX/EPABX/PRINTER/KTS/CAMERAS/ATTENDANCE SYSTEMS/INTERCOM

Model No. : NEC SL 1000

Date of Expiry : 17/08/2019

Period of Contract : 17/08/2019 to 17/08/2020

Amount Payable : Comprehensive Rs. 22000 + GST@ 18% = Rs. 25960/-

Non Comprehensive Rs. + GST@ = Rs.

Cheque in favour of : **MARKET MAPPERS**

Terms & Conditions : Enclosed

We request you to kindly enter into a Service contract with us at the earliest in order to enable us to provide uninterrupted service. In case you are unable to enter into a contract, you can Avail of our Service on call charge basis.

Please note there will be an increase in AMC charges from the following year.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

For MARKET MAPPERS

Authorised Signatory



Annual Maintenance Contract

The Document, together with any attachment hereto affixed, duly signed by **Market Mappers** hereinafter referred to as the **COMPANY** and St. Andrew College hereinafter referred to as the **CUSTOMER**, constitutes the binding agreement entered into by and between the **COMPANY** and the **CUSTOMER** for maintenance of the equipment model NEC SL 1000 installed at Bandra (w)

1. This contract shall remain in force for a period of one year commencing from 17/08/19. Thereafter it can be renewed for a further period of one year at a time if both parties so agree in writing on such occasion. The customer is required to renew the service contract before the the date of expiry in order to ensure uninterrupted service. The Company is not liable to give any service on the expiry of the contract. If required, the same will be given on a per call basis.
In case the contract is not renewed before the expiry date, the Customer can renew the contract after paying an inspection charge (which will depend on the type of system and subject to the System being in good working condition).
2. Company's obligation toward Maintenance shall be **limited to only the equipment mentioned**, for which the **CUSTOMER** shall pay maintenance charges as indicated.
3. The obligation of the Company under this contract includes:
 - a. Remedial maintenance of the equipment at the Customer's request.
(This includes replacement of in serviceable parts. The part/s replaced will be same as or equivalent to new parts in performance. The removed part/s shall become property of the **COMPANY** without putting Company under any obligation).
This clause (.....) does not apply in case of Non Comprehensive Contract.
 - b. Remote Maintenance Access for the Equipment under contract, wherever possible.
 - c. Hours of support : 8 hours (between 10.00 am to 6.00 pm)
(5 days a week-Monday to Friday)
4. The scope of the Contract does not cover :
 - a. Repair of malfunctioning or damaged equipment due to accident, transportation, negligence, failure of or use of non- standard power, dust and humidity, air-conditioning, failure due to input AC Power
 - b. Unauthorised upgrading/modification of the equipment/system by the customer. In the event of any such alterations or attachments to the configuration, the customer will pay separately for any repair, replacements or adjustments arising therefrom.
 - c. No rebate, discount, or compensation of any kind shall be due or be payable by **COMPANY** whether or not equipment is used to its fullest capacity.
 - d. **CUSTOMER SHALL ARRANGE TO SEND EQUIPMENT OR SUB-ASSEMBLY OF IT TO THE COMPANY'S SERVICE CENTRE FOR WHICH COST WILL BE BORNE BY CUSTOMER OR THE CUSTOMER SHALL PAY THE COMPANY FOR THE TRANSPORTATION OF THE MACHINE IN CASH.**
 - e. Please note that the Telephone Instruments, Line Cords, Adaptors, Cables are not covered under the contract.
 - f. **THIS CONTRACT DOES NOT COVER WIRING, SHIFTING OF EXTENSION OR RELOCATION OF SYSTEM. THE CHARGES FOR THE ABOVE WILL BE EXTRA. NEITHER DOES THE CONTRACT COVER INSTALLATION OF CARTRIDGES**

g. **Battery replacements** (necessitated on account of batteries becoming in-serviceable) and **consumables** (including but not limited to printer heads, headsets, keypads) are not within the scope of this agreement. The customer shall not use consumables that do not conform to standard specifications.

5. CHANGE IN LOCATION :

In respect of any movement of equipment / system, all risk of damage as well as cost, expenses and charges, if any for transportation, dismantling, reinstallation, recommissioning, testing shall be to CUSTOMER'S account with the understanding that the job of reinstallation and recommissioning is not to be carried out by any person or party except the COMPANY.

6. REVISION OF CONTRACT & CHARGES :

The COMPANY shall have the right to revise any bill or all of its charges at the time of its annual renewals. Changes or addition would result in changes of maintenance charges.

7. TERMINATION OF CONTRACT :

This contract can be terminated by either party giving 45 days written notice

This contract shall stand automatically terminated if CUSTOMER fails to make payment for renewal of contract, or to make payment of additional charges claimed by COMPANY for visit, for false call or to carry out repairs necessitated by cause such as misuse, neglect, or accident on the part of CUSTOMER or any third party or on account of damage caused due to act of God or natural calamity.

On termination of contract in both of the above cases neither party shall be entitled to get any compensation or benefit from the other party except that the company shall refund to CUSTOMER on prorata basis maintenance service charges claimed and already received by the Company for the remaining period and the CUSTOMER shall immediately make all payment due from CUSTOMER to the company that are still outstanding at that time.

8. FORCE MAJEURE :

No liabilities shall develop on the company for failure to render services on account of causes beyond the Company's control.

9. ARBITRATION :

All disputes and differences arising between the COMPANY and CUSTOMER in relation to the contract shall be settled under provision of Arbitration Act 1940 or any modification or reenactment thereof for the time being in force and shall be subject to the jurisdiction of courts in Bombay only.

10. If due to any reason the server/pc (on which the software is loaded) crashes, the service for uploading the server, recommissioning and installing will be done at an additional cost. However, the COMPANY is not responsible / liable for any loss of data in such event.

11. In case The Computer needs to be changed / upgraded, the CUSTOMER has to inform the COMPANY in advance to take a back up of data base, failing which COMPANY is not responsible for loss of data.

Authorised Signatory
For Market Mappers



Authorised Signatory

Henandes

Customer Stamp / Seal

Please sign and return duplicate copy
PRINCIPAL
ST. ANDREW'S COLLEGE OF
ARTS, SCIENCE & COMMERCE
ST. DOMINIC ROAD, BANDRA,
MUMBAI-400050.