



Vidya Prasarak Mandal, Thane's
Maharshi Parshuram College of Engineering

Hedvi Guhagar Road, At : Velneswar, Taluka : Guhagar,
District : Ratnagiri, Maharashtra 415 729.

Tel. No. 02359 - 205237
Telefax No. 02359 - 205238
E-mail ID : mpcoe@vpmthane.org
URL : www.vpmmmpcoe.org

MPCOE/1/XEROX/AMC/01

26/07/2016

Date : _____

Ref. No. : _____

To,
HCL SERVICES LIMITED
ARENA, Off Nagar Road 10,
Near Rosary School,
Vimannagar, Pune - 411014

Sub.: AMC for Photocopier Machine at Velneswar Engg. College.

Sir,

With reference to your proposal No. PUNB-16-0118 dated 25.07.2016, we are pleased to place an order for AMC of Photocopier machines installed at our VPM's Maharshi Parshuram College of Engineering, Velneswar, Ratnagiri as follows:

Description	Rate/ Machine	Quantity	Amount (Rs.)
AMC OF Photocopier Machine Toshiba E 255 Sr. No. CNE 163321 & CNF165092	21,000/-	2	42,000/-

Terms & Conditions:

1. Taxes extra as applicable
2. Contract Period: 27.07.2016 to 26.07.2017
3. **Payment: in three equal installments. 1st part payment being in advance.**
4. Machine location: VPM's Maharshi Parashuram College of Engineering,
Hedavi Guhagar Rd; At.Post: Velneswar,
Tal.: Guhagar, Dist.: Ratnagiri.

Dr. Shilpa Kamat
Principal

Maharshi Parshuram College of Engineering,
Velneswar
Principal

VPM's Maharshi Parshuram College

Note: You are required to arrange quarterly service visit to the site.

CC : VPMTHANE



ORDER MAINTENANCE SERVICE FOR HARDWARE

HCL SERVICES LIMITED
ARENA, Off Nagar Road 10, Near Rosary School, Vimannagar, Pune - 411014

Please tender us the services according to the terms and conditions as per Customer Support Agreement (CSSA)

VIDYA PRASARAK MANDAL, MAHARASHTRA HEDAVI, GUHAGAR ROAD, POST VELNESHWAR TAL GUHAGAR, DIST. RATNAGIRI RATNAGIRI MAHARASHTRA- 400602	PROPOSAL NO	PUNB-16-0120
	DATE	26-07-2016
	AMC PERIOD	27-07-2016 To 26-07-2017

	UNIT	Rate Per Unit		Total Amount
		Rs.	In Rs.	Annun in Rs.
Copier-Toshiba Copier-255-Nonc(OUT)	2	21000		42000
Total[a]				42000
ST@ 14% (70 %[a])				4116
Swatch bharrath Cess Tax@ 0.5% (70 %[a])				147
Krishi Kalyan Cess Tax@ 0.5% (70 %[a])				147
VAT (60 %[a])				3150
SERVICE TAX REGN. NO : AADCH0303DSD001				
				TOTAL AMOUNT
				49560

AMOUNT IN WORDS: Forty Nine Thousand Five Hundred and Sixty Only.

Grand Total	49560
--------------------	--------------

Date of expiry of maintenance under Technical Service Contract:

For **HCL SERVICES LTD**

Signature

Name :

Designation :

Customer's Signature

Name *Dr. Shripa*

Designation *Principal*

Customer's Name *VPM's Maharshi Parshuram College*

Address *AT POST VELNESHWAR*

Date *26 JUL 2016*

[Signature]

principal
of Engineering Velneshwar
GUHAGAR, Taluka
Ratnagir
475729

S.TAX REGN. NO : AADCH0303DSD001

NOTE: 1. Equipment Covered under the contract list as per the annexure-1.
 2. Please mention your Machine model & Serial number, Contract Period and payment terms in your AMC work order / Purchase order clearly.
 3. In future any extra tax is included that has to be borne by the customer
 Validity : 30 Days



Bill for VAT Calculation:

NO	PRODUCT NAME	VAT %	AMC Value	VAT AMOUNT
1	VAT on 60% AMC Value of Copier-CNF165092 & CNE163321	12.5	25200	3150
Total				3150

TERMS AND CONDITIONS

1. Definitions

Definitions In this Agreement/Proposal, unless the context otherwise requires, the following expressions shall have the following meanings:

"The System" means the equipment specified in the Order

"The Location" means the customer's premises in which the System is installed as specified in the Order

"The Maintenance Charge" means the periodic charge for the Ordered Maintenance Services specified in the Order as varied from time to time pursuant to Clause 4 or as shall from time to time be agreed in writing between the parties

"Maintenance Hours" Unless otherwise agreed by HCL in writing, Maintenance Hours means the hours between 9.00 AM and 5.00 PM each day excluding Saturdays, Sundays, Public holidays and normal HCL holidays of about 12 days per annum as indicated in the beginning of the year and can be provided on request.

2. Statutory Tax

We request that, in case any national or state statute or any local law or regulation or by-law of any duly constituted authority is changed or comes into force which results in extra costs/tax or reduction in cost/tax in relation to the provision of the Services, the consequential effect shall be to the account of the customer and the same shall be borne by the customer.

3. Taxes

The price indicated in the said Proposal are exclusive of all taxes, (VAT if applicable, and central CST) duties, levies, Service tax etc. which may be applicable at the time of billing and shall be fully payable by customer unless otherwise specified in the proposal submitted by HCL Services Ltd.

4. Validity

This proposal and the terms and conditions mentioned here are valid till < 30 DAYS > unless extended in writing by HCL.

5. Cost of Living / Operation Expenses

In case it is a multiple year contract: our prices will be adjusted for "Cost of living adjustment".

This increment will be as mentioned in Proposal or as per a mutually agreed formula. If neither of the foregoing is envisaged in the Agreement, then the rate of increment shall be 8% yearly over the then-prevailing rates.

6. Multi-Year Contracts

In case of a Multi-Year contract, customer to place the PO for the entire contract period along with the agreed yearly COLA. If the PO is released for each year, customer to ensure that the PO for second and subsequent years are released at least 30 days prior to expiry of current year PO period and the agreement to be signed in the beginning for the complete contract period.

7. Equipment Refresh

In case equipment is declared as EoS (end of service) / EoL (end of life) by respective OEM during the contract period, HCL requests customer to go for Equipment Refresh as separate tender or HCL can provide equipment refresh. Payment for such refresh if required to be done by HCL would be:

- > 100% of the equipment price in advance

HCL

If the refresh of the EOL products are not done, and still these products are under the AMC contract, the same will be supported on a best effort basis and the SLAs are not applicable.

8. Availability of Data

CUSTOMER shall provide all necessary information along with Purchase order, documents and data for the execution of the work. This information may include detailed IT asset lists (which include make / model number / type of asset / serial number / configuration / year of installation, address, location name, PIN code, and contact person detail), Application Usage patterns, and third party Vendor contact information. Non-availability of the information may lead to interruption of the work, which shall be chargeable on normal rates. Each Party will maintain the confidentiality of any information provided by the other Party under the said offer and during project execution.

9. Acceptance

All Services shall be deemed to have been accepted by customer if no issues concerning their quality and/or performance is raised by customer within 5 working days of their delivery by HCL. Customer shall not in any event unreasonably withhold or delay its acceptance.

10. Statutory Requirements

CUSTOMER shall inform in writing to HCL in case any statutory & regulatory issues can impact the security solution or any other aspect of the project well in advance.

11. HR Governance

Resources deployed shall be governed by HR policies of HCL Services Ltd.

12. Work Rules

Customer shall inform the rules, regulations, security policies & code of conduct to be observed by HCL personnel during the execution of the project at customer site at the time of contract finalization at the mutually agreed terms and condition.

13. Governing Laws

The laws of land shall govern this Proposal and the resulting contract. The parties submit themselves to the exclusive jurisdiction of the courts at New Delhi in respect of a dispute arising out of or in any way connected with this Proposal and / or the resulting contract.

14. Limitation of Liability

- 1) Notwithstanding anything contained in this Agreement, HCL shall not be liable for any loss or damage sustained or incurred by the customer or any third party (including without limitation any loss of use of the System or loss or corruption of the customer's programs or data) resulting from any breakdown of or fault in the System.
- 2) The customer shall indemnify HCL and keep HCL fully and effectively indemnified on first demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct of the customer, its employees, agents or sub-contractors.
- 3) Notwithstanding anything else contained in this Agreement HCL shall not be liable to the customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever. HCL's maximum liability shall not exceed 10% of total fee paid by the customer.
- 4) HCL shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice.
- 5) Notwithstanding anything contained in this Agreement no changes in terms and conditions shall be valid unless otherwise signed by the designated authority of HCL Services Limited
- 6) Termination Rights for Non-payment
HCL reserves the Right to suspension of contract in the event of delay in its due payment beyond 30 days. For delay beyond 30 days, interest @ 1.5% per month of delay to be paid by the customer.

15. Termination Clause

(1) The Agreement shall be valid only up to the Service period as Specified in the Order unless terminated earlier as contained hereunder:

- a) Forthwith by HCL on giving notice in writing to the Customer, if the Customer fails to pay any sum due under the terms of this Agreement (other than as a consequence of any default on the part of HCL) and such sum remains unpaid for 7 days after written notice from HCL requiring such sum to be paid.

- b) Forthwith by either party on giving notice in writing to the other if the other party is in material breach of any term of this Agreement (other than any failure by the Customer to make any payment hereunder in which event the provisions of paragraph (a) above shall apply) and (in the case of a breach capable of being remedied) shall have failed to have remedied, within 30 days of receiving a written notice requiring it to do so.
- c) Forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- d) Forthwith by either party on giving notice in writing to the other, provided either party gives a notice of 90 days.
- (2) Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- (3) On the termination of this Agreement the customer shall be not entitled to any refund of such portion of the Maintenance Charge as have been paid in advance and relate to Maintenance Services which will not now be provided.

16. Force Majeure

Notwithstanding anything else contained in this Agreement, HCL shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party). HCL shall notify the customer in writing of the reasons for the delay (and the likely duration of the delay), the performance of HCL's obligations shall be suspended during the period that the said circumstances persist and HCL shall be granted an extension of time for performance equal to the period of the delay. HCL will in any event use all reasonable endeavors to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

17. Waiver of remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

18. Confidentiality

Each Party will maintain the confidentiality of any information provided by the other Party under the said offer and during project execution.

19. Service visits outside the Maintenance Services HCL

HCL shall make an additional charge, in accordance with its standard scale of charges from time to time in force, for service visits:

- (1) Made at the request of the customer by reason of any fault in the System due to causes not covered by the Maintenance Services. OR
- (2) Made at the request of the customer but which HCL finds are frivolous or not necessary.
- (3) Any project activities which are not in scope of this contract.
- (4) Any service request beyond the agreed service window defined in the scope.

20. Final Terms

This Agreement / Proposal supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties. Overriding, conflicting or additional terms mentioned in customer's Purchase Order shall not apply.

21. Sub-contracts

HCL may at its discretion enter into any sub-contract with any person for the performance of any part of this Agreement. However HCL shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement.

Dispute & Jurisdiction

All disputes, differences and questions whatsoever which shall arise between the parties hereto or afterwards, touching any clause or matter herein contain, shall be referred to sole arbitrator to be appointed by the Vice President (Legal or Commercial) of HCL. All such arbitration proceedings shall be held in Delhi and shall be in accordance with and subject to the provision of The Arbitration and Conciliation Act, 1996 or any statutory modification enactment thereof for time being in force. The award of the Arbitrator shall be final and binding on the parties. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties hereto and shall be enforceable in any court exclusively in New Delhi with jurisdiction over the matter.

Other Terms and Condition:

H/W Annual Maintenance Contract

1. Purchase Order

Any Order for availing our services pursuant to the said Proposal is to be placed on HCL Services Limited, with below mentioned details and shall become binding on the both Parties upon written acceptance by HCL. The terms and condition of this offer shall override any conflict in the customer order unless agreed to by HCL in writing.

- a. Period (Start Date – End Date)
- b. Order Value
- c. Payment Terms
- d. Scope of Work (SOW) & Terms and Conditions duly signed and accepted.
- e. Transition details
- f. Confirmation on the first one time repair charges

2. Payment Terms

3. The payment shall be 100% advance within 15 days of submission of invoice. If the payment is not received within 30 days from the due date while Invoice has been submitted, HCL shall be entitled to suspend the services by prior intimation.

4. Customer's obligations

During the continuance of this Agreement the Customer shall:

- 1) Ensure that proper environmental Conditions are maintained for the System and site, the cables and fittings associated therewith and the electricity supply thereto.
- 2) Not make any modification to the System without HCL's prior written consent.
- 3) Keep and operate the System in a proper and prudent manner in accordance with the manufacturer's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the System.
- 4) Ensure that the external surfaces of the System are kept clean and in good condition and shall carry out any minor maintenance recommended by the manufacturer from time to time.
- 5) Save as aforesaid not attempt to adjust, repair or maintain the System and shall not request, permit or authorize anyone other than HCL to carry out any adjustments, repairs or maintenance of the System.
- 6) Use on the System only such operating supplies and consumables as recommended by the manufacturer.
- 7) Neither make any movement of those items of the System specified as not to be moved in the Order nor to remove any of the System from the Location without HCL's prior written consent.
- 8) Not use in conjunction with the System any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by HCL.
- 9) Upon reasonable notice, provide HCL with full and safe access to the System for the purposes of this Agreement.
- 10) Provide adequate working space around the System for the use of HCL's personnel and shall make available such reasonable facilities as may be requested from time to time by HCL for the storage and safekeeping of test equipment and spare parts.
- 11) Ensure in the interests of health and safety that HCL's personnel, while on the Customer's premises for the purposes of this Agreement, are at all times accompanied by a member of the Customer's staff familiar with the Customer's premises and safety procedures.
- 12) Promptly notify HCL in writing in the format Prescribed by HCL if the System needs maintenance or is not operating correctly.
- 13) Make available to HCL access to such of its programs, operating manuals and information as may be reasonably necessary to enable HCL to perform its obligations hereunder and shall if requested by HCL provide staff familiar with the Customer's programs and operations, which staff shall co-operate fully with HCL's personnel in the diagnosis of any failure or incorrect operation of the System.
- 14) Make available to HCL free of charge all facilities and services reasonably required by HCL to enable HCL to perform the Maintenance Services.
- 15) At all times keep a record of the use of the System in a form to be approved by HCL and at HCL's request provide HCL with copies of the entries and allow HCL to inspect such record at all reasonable times.
- 16) In the event that HCL is requested to supply any Maintenance Services in respect of any Additional System, advise HCL forthwith of the date of installation of such item of Additional System at the Location.

- 7) Keep a record of use of System on daily basis and at HCL request, give HCL copy of such record. HCL may inspect the said record at any reasonable time.

5. Exclusions

The Maintenance Services exclude any maintenance of the System which is necessitated as a result of any cause other than normal wear and tear or HCL's neglect or fault, including without limitation:

- a) Failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions or
- b) Accident, transportation, neglect, misuse, or default of the Customer, its employees or agents or any third party; or
- c) Any fault in any attachments or associated equipment (if not supplied by HCL) which do not form part of the System; or
- d) Act of God, fire, flood, war, act of violence, or any other similar occurrence; or
- e) Any attempt by any person other than HCL's personnel to adjust, repair or maintain the system; or
- f) any acts or omission on the part of the Customer which are contrary to recommendations in the user manual or documentation accompanying the System; or the use of System in environment other than those recommended in user manual or documentation.
- g) Use of consumables or attachments, which were not supplied or recommended by the System Manufacturer or HCL; Use of System for more than one shift per day without prior written consent of HCL. For the purpose of this clause one shift shall mean 8 continuous working hours. If more than one shift of operation is employed on the System, the customer will pay an additional maintenance charge for the System in accordance with HCL standard rates then in force. No rebate, discount, allowance or compensation of any kind shall be due or be payable by HCL if the System is not used for the permissible time of one shift of operation for any reason whatsoever.

HCL will (if it is reasonably able to do so) at the request and expense of the Customer repair or replace any part of the System which has failed due to a cause other than normal wear and tear or due to HCL's neglect or fault subject to the Customer accepting HCL's written quotation therefor prior to the commencement of work.

The Maintenance Services exclude:

- 1) The provision of services other than at the Location (or such other location as HCL shall have approved in writing);
- 2) Replacements of cosmetic / plastic parts / defective / worn out consumables (until unless this specifically agreed in the contract or tender or customer has paid for the same as part of the contract) i.e. (i) For Copier, printer, MFDs, Lamps (Exposure and Fuser), Blades (Recovery / D/H) upper, Lower & SR Roller, Drum, Developer, Toner / cartridge (ii) For Digital scanner cum Printer / Duplication, Thermal Head, Drum Body, Drum Assembly, Screen, scanner, ink & Master. (iii) For Production Printer Fiery cable connecting system & controller (vi) For EPABX/ VMS/ PC. Print Head Batteries, Thermal Head, Cutter, Cables, Earthing, Analogue Telephone instruments, & Digital Phone (until unless it is agreed as part of contract) (v) Data / Video / VC, DLP / LCD Projector (until unless this specifically agreed in the contract or tender or customer has paid for the same as part of the contract) Lamp, Optical Engine, LCD Panel / Cable wizard / remote etc. are not in the scope of this agreement. These items are however, available on replacement-charge-basis from HCL or its Authorized dealers / distributors.
- 3) Electrical or other environmental work external to the System;
- 4) Maintenance of any attachments or associated equipment not supplied by HCL which do not form part of the System.
- 5) Recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the System
Replacement (1) HCL reserves the right to replace any part or parts which are covered under this Agreement (except parts Microfilm Reader & Camera) thereof which may be found to be faulty or in need of investigation as to whether faults may exist in their operation. (2) The Replaced Consumable Parts shall become the property of the Customer. The Removed Parts shall become the property of HCL.
- 6) If during the subsistence of this Agreement, HCL is of the opinion that, the Equipment requires workshop repair, it may after due inspection of the Equipment, submit to the Customer its recommendation with estimates for workshop repair, & expected time required for carrying out such repairs etc. If the above mentioned recommendations of HCL are acceptable to the Customer it shall give its consent in writing, whereupon, HCL shall arrange to get the Equipment repaired on the agreed terms & conditions.
- 7) Notwithstanding anything to the contrary contained in this Agreement, HCL reserves the right to vary the charges payable by the Customer at any time, upon 30 days written notice.
- 8) Shall provide free of charge all consumable supplies (Toner, drum, developer, except power, paper, staples and other output copy material), as and when necessary to do so.

- Shall not tamper with the Counter meter or any other part of the Equipment for the purpose of reducing the meter reading / charges required to be paid by the Customer under this Agreement.
- 10) Shall be accountable to HCL for consumables supplies stock left in trust with the Customer who shall ensure that such stock is used only in the Equipment under this Agreement. HCL reserves the right to charge the Customer for any stocks which are unaccounted for, to HCL's satisfaction, or have been damaged at the then prevailing HCL prices.
- 11) In case customer is shifting premises then any cost or damage related to shifting will be borne by customer and during this period any service level commitment from HCL may not be applicable and will be ensured on best effort basis
The Service Charges payable hereunder by the customer to HCL are exclusive of sales, service and other value added taxes, levies and outgoings, if any, applicable. All such taxes, levies and outgoings shall be to the account of and be payable by the Customer to HCL. If the amount of tax is not subject to precise determination at the time invoices are issued, HCL may subsequently bill and the Customer hereby agrees to pay such taxes.
The customer irrevocably agrees that in case of any imposition/increase in any taxes, duties, levy and cess now or hereafter levied on the services covered by this Agreement with retrospective or prospective effect, the same shall be borne and paid by the customer without any demur upon demand being made by HCL in that behalf. The customer shall issue a separate cheque for the said amounts.
- 6. Replacement / major overhauling**
- 1) HCL reserves the right to replace any part or parts which are covered under this Agreement thereof which may be found to be faulty or in need of investigation as to whether faults may exist in their operation.
- 2) The Replaced Consumable Parts shall become the property of the Customer (not in case of CSMC contract). The Removed parts shall become the property of HCL.
- 7. Response to Queries**
- Response refers to response from HCL service desk L1 agent either telephonically or remotely unless agreed specified elsewhere in the proposal.

Note: Changes in taxes has been proposed in the Union Budget hence taxes prevailing at the time of Billing will be applicab le