

12TH MARCH 2020 ECN/QUO/ASC/30014/32020

The principal Padua commerce & management Mangalore

Dear Rev Fr,

We are pleased to enter into a contract for Annual Service Contract (ASC) for Computers. Ups and printers with effect from the 1st of May 2020. Kindly sign a copy and give it back to us for our records.

Quotation of Annual Service Contract

Sl.No.	Particulars	Qty	Unit Price	Total	
1.	Annual Service Charge (ASC) for service and maintenance of: System, UPS & Printer	23	₹ 700.00	₹ 16,100.00	
	7 - 17	CGST		₹ 1,449.00 ₹ 1,449.00	
	Total			₹ 18,998/-	

Kindly make the payments in the name of Emdees Computers & Networking

Thanking you,

Yours sincerely,

For Emdees Computers & Networking

Authorized Signatory

















ANNUAL SERVICE CONTRACT AGREEMENT

between

Emdees Computers & Networking

S-7, Ramnik Arcade, Bejai Kapikad Road, Mangalore- 575 004

&

Padua commerce & management

Mangalore

Effective Date: 1st May 2020 to 30st April 2021

TERMS & CONDITIONS:

Scope of Services:

Emdees will provide support services in the name of "Emdees Computers & Networking" (ECN) consisting corrective maintenance of computer Systems in accordance with the terms and conditions contained herein. Emdees shall perform services in a professional manner and in accordance with generally recognized commercial practices and standards.

Before signing the ASC contract, ECN will check all the systems that come under the preventive maintenance and give a report of the status of the computers and printers. If they are not in working condition then corrective measures should be taken in advance before the systems are given to ECN for ASC.

During the contract period the service engineer would visit the site every month and check the systems. Besides the regular visits if any problems are faced, the engineer would attend the call within four working hours of the call registered.

2.Orders:

- a) Customer may at any time issue orders for services or add products to be serviced.
- b) All orders issued under this agreement will be subject to acceptance by ECN.
- 3.Payment: 50% of the payment to be made in advance while signing the contract in the name of "ECN" and thereafter at the end of 6 months. Contract is deemed to be valid only on receipt of payment.

4. Replacement of hardware:

In case of failure of any components / parts ECN will try to repair the component at an extra charge. The charge will be intimated to the customer in advance and after receiving approval from the customer will undertake the repair.

In case of non-repair or if the component is outdated then ECN will replace the defective component with a working component of the same specification or higher at an extra cost after giving a quote and subject to approval from the customer.

5. Relocation of Products: Customer shall be responsible for relocation of Customer's products. However de-installation and re-installation shall be done only by ECN engineers in event of shifting to new premises. The customer accepts entire responsibility, transport charges, transit damages, if any, while transferring the equipment from the old to new site. Charges would have to be borne by the customer for any relocation of the hardware.

6. Limitation of Service:

Services to the systems will be charged extra over and above the contract if ECN finds a defect/ malfunction in the systems occurring due to the following

- a) If there is any unauthorized modification, tampering, abuse or misuse of the equipment. Also, in those cases where the equipment is being or has been serviced by a third party other than ECN.
- b) Accident, natural disasters fire or water damage, neglect, improper use, acts of war, riots, communal or civil disturbances, strikes, lightning, or electrical disturbance, damage during transportation by customer work performed or modification made by personnel other than ECN employees or subcontractors, or other causes beyond ECN control.
- 7. ECN will confirm and periodically check the site conditions and advise the customer for necessary rectification (if required).
- **8.**The engineer will attend the call during office hour between 10.00AM and 5.00PM. Calls logged in after 4 p.m. would be attended the next working day.
- **9.** During the regular visit the engineer will also check for virus and remove the virus that has affected the systems. Support for other software which is not legal would not be included in the service contract.

10. Customer Responsibilities:

- a) Customer will provide ECN personnel with operating supplies and consumables, such as paper, ink, cartridges, print heads, battery and such similar items as customer would use during normal operation.
- b) Customer is responsible for the security of its proprietary and confidential information.
- c) Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs. ECN will not be responsible for any data of the customer and the customer is responsible to take regular backup of all data.

d) A representative of the customer must be present at customer's site at all times when

services, are being performed by ECN on site or by telephone.

e) If the OS is to be reloaded, the hard drive would have to be formatted - then the backup of the CD drive and any other vital data would have to be taken by the client prior to re installation.

11. Term and Termination:

Authorized Signatory

a) We will do the preventive maintenance once in a six month.

For Emdees Computers & Networking.

For Padua commerce & management

Padua College of Commerce and Management

Nanthur, Mangalore - 575 nm Authorized Signatory

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