

Ref/KVIT/08-09/...

Date:

AMC AGREEMENT

We, M/s. **KV IT-Solutions Pvt. Ltd.**, HR6/A1, Siddhant Complex, Main Sharma Market, Suraj Kund Road, Pul Pehladpur, New Delhi-110044 (hereinafter referred as KVITPL) shall maintain the various Computer Systems and other Peripherals specified in this Agreement on terms and conditions hereinafter mentioned. Any addition/deletion of machines /equipment shall be subject to terms and conditions of this agreement.

Terms of Agreement

This agreement shall remain in force for the period from to for
..... It shall be open to either party to terminate this Agreement any time during the said period by giving one-month notice to the other party in writing.

Maintenance

NON- Comprehensive Annual Maintenance Contract

Under this Comprehensive maintenance contract , the following services will be provide .

- Quarterly preventive maintenance and checks.
- Operating System level support without any spare part
- Spare Parts required for Maintenance will be provided by customer or will be charged extra
- ***Any service apart form the agreed in the contract or any fresh work / assignment will be charged for , at the charges agreed at that point of time.***

Note : The Replaced Components , Cables Or Card Will Become The Property Of **KV IT-Solutions.**

Comprehensive Annual Maintenance Contract

Under this Comprehensive maintenance contract , the following services will be provide .

- Quarterly preventive maintenance and checks.
- Operating System level support without any spare part
- Spare Parts required for Maintenance will be provided KV IT-Solutions except
Monitor Tube
Printer Head and other consumable (Printer ribbons , floppies etc.)
- ***Any service apart form the agreed in the contract or any fresh work / assignment will be charged for , at the charges agreed at that point of time.***

Note : The Replaced Components , Cables Or Card Will Become The Property Of **KV IT-Solutions.**

KV IT-Solutions Pvt. Ltd., shall provide service from 10:00 AM to 07:00 PM on all working days to keep the machines / equipment in good working order. The service consists, corrective maintenance and includes carrying out the necessary repairs and fittings of parts. The maintenance service with the following conditions includes:

- The Service Engineers shall attend the faults within 6 working hours from the time of complaint.
- The Service Engineers should maintain Log Registers for all calls attended / pending issues / preventive maintenance records and details of spare replacement.
- No component(s) / spare(s) shall be removed without informing the Competent Authority.
- A detailed Annexure showing the total number of component(s) / computer(s) / equipment(s) / printers and other accessories etc., for which AMC is covered, are given in the Annexure A.

Unauthorized attendance / Abnormal usage misuse

Failure of equipment due to voltage fluctuations, abnormal voltage, defects in your electrical installation abnormal usages or misuse is not covered by this contract. Tempering with or repair of the equipment or Service equipment at any time and under any circumstance whatsoever by any on with the exception of our authorized representative will render the contract null and void , without rejudice to our other rights. All failures resulting from the above will be rectified on additional chargeable basis.

Working hours

Unless and otherwise specially agreed to all services will be rendered during our normal working hours in all working days of the week (i.e. not on Sunday ,Normal holidays and other Public holidays). Your cooperation is solicited to ensure that our engineers do not have to waste their time waiting this delays service to next customer .

Damage / Loss

KV IT-Solutions will not be liable for any damage /total destruction of any part of equipment. Which may occur in process of handling the equipment ,accidents ,humidity or causes other than ordinary use unless it is proved that the same was due to wrongful act or negligence on part of KV IT-Solutions's Staff.

All equipment brought to our workshop will be remaining there at cost ,if requested by you, KV IT-Solutions will not be liable for any loss direct and indirect, Due to delay inspection or attending your call ,due to explosion or due to any other circumstances beyond our control. ***Backup of data , Power conditioning and virus problems are user responsibility , damage due to this is bearable by customer only.***

Change of ownership or Location

The contract not transferable and KV IT-Solutions reserves the right to contract in case of ownership or location of the equipment .On such termination, their will be no refund of the contract fees for the unexpired period of contract.

Force Majeure

No liability shall be attracted to us for non- performance or delayed execution of this contract because of force majeure i.e. due to any cause ,which beyond the control of KV IT-Solutions.

Arbitration

All disputes and differences arising out of or connected with this contract ,failing amicable settlement shall be referred to the arbitration ,one to be appointed by each party. the arbitrator shall be appoint an umpire before proceeding with arbitration under the arbitration Act 1940 or any modification thereof , for the being in force ,Arbitration shall take place only at Delhi.

Payments:

The total amount of AMC for the period from..... to being Rs...../- (Rupees..... only) will be paid as detailed in advance . The above amount quoted is for the AMC .

Period	Amount
Net Amount	
Taxes	
Total Amount	

Travel Expenses

All costs, charges and expenses in respect of moving the equipment or any part thereof including cost, charges and expenses for reinstallation, and testing shall be borne by KV IT-Solutions Pvt. Ltd. And _____ will not bear any for transportation expenses to KV IT-Solutions Pvt. Ltd.. during the AMC period.

The Agreement

This Agreement together with any attachment hereto signed by both parties shall constitute the entire binding agreement between M/s. KV IT-Solutions Pvt. Ltd., and _____ for the period from to

<p>We agree with M/s. KV IT-Solutions Pvt. Ltd, maintaining the equipment specified in this agreement in accordance with and subject to the terms and conditions mentioned above.</p> <p>Signed on behalf of M/s. _____, by _____</p> <p>Name:</p> <p>Designation</p> <p>Place:</p> <p>Seal</p>	<p>M/s. KV IT-Solutions Pvt. Ltd maintain equipment specified in this agreement in accordance with and subject to the terms and conditions mentioned above.</p> <p>Signed on behalf of M/s. KV IT-Solutions Pvt. Ltd., by _____</p> <p>Name:</p> <p>Designation</p> <p>Place:</p> <p>Seal</p>
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Hardware Details :