

**ANNUAL MAINTENANCE CONTRACT**

This annual maintenance contract (herein referred to as AMC or Agreement) is entered between Hykon India (P) Ltd. Ikkandawarrier Road, Thrissur (hereinafter, referred to as Hykon) and NEHRU ARTS & SCIENCE COLLEGE. (hereinafter referred to as customer)

|  |                         |                        |
|--|-------------------------|------------------------|
| Customer Name : NEHRU ARTS & SCIENCE COLLEGE | Contact No : 9361013245 | Agreement No 100001039 |
| Address : COIMBATORE, TAMIL NADU.            |                         |                        |

**1) SCOPE OF SERVICE:-**

Hykon agrees to provide preventive maintenance checkup and fault rectification services, say for circumstances beyond the control of HYKON, for the equipment described below.

**Equipment Details:**

| S.No | Model                                 | Serial | Location   |
|------|---------------------------------------|--------|------------|
| 1    | AETS 20 KVA ONLINE UPS A-BLOCK VISCOM | 1      | COIMBATORE |
| 2    | AETS 5 KVA ONLINE UPS A-BLOCK EXAM    | 1      | COIMBATORE |
| 3    | GETT 100 KVA ONLINE UPS A-BLOCK       | 1      | COIMBATORE |
| 4    | GETT 50KVA ONLINE UPS B-BLOCK         | 1      | COIMBATORE |
| 5    | 3 KVA ONLINE UPS B-BLOCK              | 1      | COIMBATORE |
| 6    | AETS 20 KVA ONLINE UPS AUDITORIUM     | 1      | COIMBATORE |
| 7    | AETS 20 KVA ONLINE UPS D-BLOCK        | 1      | COIMBATORE |
| 8    | 1 KVA UPS 1ST GATE (PRINCIPAL ROOM)   | 1      | COIMBATORE |

**2) TERMS AND CONDITIONS:-**

Hykon undertake to service and maintain the equipment for a period of 1..... Year (s) (hereinafter referred to as contract Period) from the effective date of this agreement, defined under the clause 7 thereof, with all spares except Batteries & Cabinet.

1. HYKON Agrees to provide preventive Maintenance check up at the commencement of the contract period followed by ...2.... services in an year from the date of previous check up or the date of fault rectification, whichever is later.
2. Fault rectification shall be made against service calls made by the customer reporting any failure during the contract period.
3. Performance of service will be confirmed to normal working days as applicable to HYKON employees and working hours shall be from 9.00am to 5.30 pm.
4. The AMC assumes that the equipment is in the normal working conditions at the time of acceptance by the customer of this agreement. If this is found otherwise the AMC conditions are subject to re-negotiation.
5. Customer is not expected to engage any third party to service and maintain the equipment during the contract period. Such act by the customer is liable to invalidation of the AMC.

**3) CUSTOMER'S OBLIGATIONS:-**



a) The customer will give HYKON full access to the equipment to enable HYKON to provide maintenance services, and will make available to HYKON Technicians appropriate customer staff who are familiar with the equipment problems and will be provide a safe working space and suitable storage for maintenance equipment and spare parts (if needed).

b) The equipment covered by the contract by the AMC or part thereof shall be moved from the location of installation expect under supervision of HYKON Technicians and registering the new location in the Records with the change of contract terms if any. [Installation and Reinstallation is done on charge basis and not under AMC Scope].

c) The Customer shall not directly or indirectly open, after, try to temper with or in any way do act which will affect the internal operation of the system, and do any modifications to the configuration supplied by the HYKON without the prior written approval of HYKON and without the presence of HYKON'S Technician.

#### **4) EXEMPTIONS:-**

a) HYKON shall not be liable for failure to perform any of its obligations if such failure results from the act of God, fire, storm, earthquake, explosion, accident, lockout, industrial dispute labour trouble, transportation embargo, imminence, or due to existence of any state of sanctions, any measures taken by Government whatever which renders it's impossible or impracticable for HYKON toperform its obligation and/or any act beyond the normal control of HYKON.

#### **b) EXCLUSION OF LOSS OF OR DAMAGE DUE TO LIGHTNING, EXPLOSION AND IMPACT OF DAMAGE**

It is agreed and understood that otherwise subject to terms, exclusions, provisions and Conditions contained in the policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any loss or damage arising directly or indirectly from lightning, clearance of debris and dismantling necessitated thereby, chemical explosion, smoke soot, aggressive substances, impact of aircraft and other aerial devices and/or articles dropped there from.

#### **5) EXCLUSIONS:-**

Battery replacement if required during the contract period, will be to customers account. Distilled water topping up shall be arranged by the customer.

#### **6) BuyBack Policy:**

If in case of non availability of any spare parts or non availability/obsolescence of technology leads to non serviceability of any equipment, company would suggest a buyback policy by taking back the damaged equipment and replacing with a brand new machine with a discounted rate for the product.

#### **7) CONTRACT PRICE:-**

As consideration for services covered under this AMC, the customer shall pay the following:

a) General Contact Price Including Tax.

AMC Amount: 200836      Total Amt. inc. tax    AMC Bill No : TN-AM - 2223000047      AMC Bill Date : 30.09.2022

AMC Amount in Words : TWO LAKHS EIGHT HUNDRED THIRTY-SIX RUPEE ONLY

#### **b) Charges payable for increased scope**

Any repair or alteration arising out of any physical damage caused or natural calamities or for any reasons beyond the control of either party or due to negligence by the customer in performing his obligation may be rendered by HYKON only after the customer agrees to pay the estimated additional charges thereof in writing.

#### **8) TERMS OF PAYMENT:-**

a) The general contract price shall be paid in full time of acceptance of this AMC Bill and Agreement by Cheque/Demand Draft/NEFT.

b) Estimate for increased scope will be given after inspection by technicians and this shall be paid Cheque/Demand Draft/NEFT after carrying out repair.





**9) EFFECTIVE DATE & VALIDITY PERIOD:-**

From: 30-SEP-22                      To: 29-SEP-23                      Period: 1 Year

**10) Assignment:-**

The customer shall not be entitled to transfer this AMC to any other entity, without the prior written consent of HYKON and at such costs as determined, by HYKON and in writing the transferee.



For Hykon India (P) LTD.

*[Signature]*  
Customer support executive

Date : 02.12.2022



*[Signature]*  
21/12/22  
(N. Srinivasan)

Name and address of the  
Customer with Office Seal.

*[Signature]*  
21/12/22  
**PRINCIPAL**  
Nehru Arts and Science College (Autonomous)  
Nehru Gardens, Thirumalayampalayam,  
Coimbatore - 641 105.