



ANNUAL MAINTENANCE CONTRACT FOR WASTE COMPOST MACHINE

This agreement made at Greater Noida on this 01ST Day of January-2020, between **Metalkraft Engineering PVT.LTD** a company registered under the **Companies Act, 1956** and having its registered office at **(Plot No-58, Mahila Udhya Park-1, Ecotech-III, Greater Noida-201306)** hereafter called the "**VENDOR**" which expression shall wherever the context so requires, mean and include the successors and M/s Mangalmay Institute of management and technology , an education institute situated at 9, Knowledge Park-2, Greater Noida, Delhi NCR. Here in after called "**THE INSTITUTE**" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of inclusive of repairs, replacement and preventive maintenance of equipment's along with other allied services set forth below.

1. SCOPE OF AGREEMENT:

The contract shall be in force for the period from **01.01.2020** to **31.12.2020** and shall cover all those items as specified below. That the prices as specified in this Agreement shall not be subject to any escalation.

2. SCOPE OF WORK:

The vendor shall provide the following services to keep the equipment in good working condition.

2.1 The scope of work covers comprehensive on-site maintenance of **Semi-Automatic Organic waste** to compost machine.

2.2 The replacement of all the spares is included under the **AMC** Replacement of defective parts will be at the vendor's cost with original spares of the brand/make of the **OWC** as far as possible in the event of non-availability of the spare parts, equivalent of higher configuration components should be substituted with the institutes consent. Faulty parts removed from the system belong to vendor. However, the institute can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor.

2.3 The vendor should ensure that the equipment reported down on any working day is set right within **48** hours of reporting the complaint and in no case, later than three working days. In case any parts is not repairable within the stipulated period given above, then a stand-by has to be provided by the vendor, which will be returned after original part is repaired and returned.

2.4 The Vendor shall maintain the equipment's as per the manufacturer's guidelines and shall use standard and genuine components for replacements.

2.5 All the complaints received shall be attended by them in following manner:

- a. Minor faults immediately with telephonic support.
- b. Major faults which require visit to institute within 48 hours.

c. Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the vendor's or manufacturer's service workshop for repairs the same shall be undertaken at the risk and cost of the vendor.

d. The parts which are repairable has to be taken by vendor at his own cost with prior permission from client, the repaired part will be replaced by vendor at his cost within agreed stipulated time.

2.6 The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The parts which will require replacement will be replaced or else will be repaired and re-installed.

2.7 The AMC vendor shall carry out **Preventive Maintenance (PM)** on quarterly basis and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. Technician will visit after every three months and will do all required maintenance.

2.8 The schedule of preventive maintenance shall be as follows:-

a. Proper oiling and greasing of parts and motors/gearbox/bearings etc.

b. Checking of power supply source for proper grounding and safety of equipment.

c. Ensuring that the covers, screws, switches etc. are properly fastened in respect of each equipment.

d. Ensuring that the electrical panel is working properly.

2.9 The Vendor shall make AMC services available on all days as and when requested by the client except **Sundays and National holidays**.

2.10 It shall be the responsibility of the AMC vendor to make the machine work satisfactorily throughout the contract period and to hand out the machine in working condition to the client at the end of the contract period.

3. EXCLUSIONS

The AMC does not include:

a) Electrical work external to the equipment or maintenance of accessories, attachments, racks and any other items external to the machine.

b) Damage resulting from **accidents, fire, lightning or transportation**. The cost of repairs or replacements due to these factors will include charges for labour as well as charges for parts which is payable to the AMC vendor apart from AMC charges. Any physical damages to the machine will also be not covered under AMC of the machine.

c) Any work external to the equipment such as maintenance of **non-AMC attachment, accessories** etc.

d) The system maintenance does not include the cost of consumables like **enzymes, oil and grease** etc.

e) Machine will not be covered under AMC if the machine is used for treating waste which is prohibited in the machine (**Any type of inorganic waste**).

4. PAYMENT TERMS

4.1 100% Payment along with 18% G.S.T on AMC charges to be paid at the time of signing of this agreement.

4.2 Proper G.S.T invoices will be submitted within 48 hours of receipt of payment.

5. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT.

This contract will be valid for the period from 01.01.2020 to 31.12.2020 with a provision to extend the same for a further period of one year or part thereof on the agreed rates, terms and conditions on mutual consent.

Either party may terminate the agreement prior to expiry of contract period by giving three months written notice.

Any termination of the Agreement howsoever cost shall not affect any accrued rights or liabilities of either the institute or the vendor arising out of Agreement.

6. JURISDICTION AND ARBITRATION.

In case of any dispute or any difference arising at any time between the parties in respect of this agreement, the same shall be resolved by mutual discussion and if not resolved then in accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act 1996 and its subsequent amendment and only Courts of Gautam Budh Nagar District only shall have jurisdiction in all matters arising out or connected with this agreement. Further, this agreement is subject to laws of India alone.

7. FORCE MAJEURE.

The vendors shall not be liable for any delay or failure of performance of any of its obligation under or arising out of this contract, if the failure or delay results from any of the following:

“ Act of God, Refusal of permission or other Government Act, Fire, Explosion, Accident, Industrial Dispute and the like which renders it impossible or impracticable for the vendor to fulfil its obligations under the contract or any other cause/circumstances of whatsoever nature beyond vendor’s control.”

8. TRAVEL EXPENSES.

No Travel Expenses shall be borne by the institute in respect of travel undertaken by the vendor towards fulfilment of obligation under the contract.

In Witness whereof the parties have executed this contract on the above mentioned date.

Authorised Signatory of THE COMPANY with official stamp

(Signature) _____


(Name & Destination) _____


_____ *Devesh Kumar, AO*

Witness:

(Signature) _____

(Name & Destination) _____


_____ *Divender Kumar - Asst. AO*

Authorised Signatory of the VENDOR with Official stamp

(Signature) _____


(Name & Destination) _____


_____ *Mr. G. N. Chandra, Director*

Witness:

(Signature) _____

(Name & Destination) _____


_____ *Suresh Kumar, Manager*