



**4.4.2 There are Established Systems and procedures for Maintaining and Utilizing Physical, Academic and support Facilities –Laboratory, Library, Sports Complex, Computers, Classrooms, etc.**

Annual Maintenance Contract – Computers  
2015 - 16

SACRED HEART COLLEGE, KOCHI



Opp. Hotel Avenue Regent  
Jose Jn. MG Road,  
Cochin-682016  
E-mail: aligninfotec@gmail.com

Phone: 0484 3365378 / 2362030

Mob: 9446396688 / 9846009380

Ref No: AI/COK/ASC/038  
Date : 20-12-2015

To,

M/S . SACRED HEART COLLEGE  
PANDIT KARUPPAN ROAD,  
THEVARA  
KOCHI -682013  
TEL -0484-266-3380

Kind Attention: Fr.Prasant Palackkappillil CMI

Subject: ASC Quote

Dear Sir,

This is with reference to your IT requirement for your Office, please find attached commercial Proposal along with terms and conditions for the same.

Incase of any query, please call me on 9446396688.

Looking forward to build a long serving relationship

You're faithfully,

For Align InfoTech

Levin Mathew

Dr. Johnson X Palackkappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013



### Maintenance Contract:

This contract is made at Kochi on this 20th day of December 2015 between Align InfoTech & Sacred Heart College Thevara (here in referred to as the client)

- 1) The Client is desirous of entering into a Service contract with Align Infotech for their computer systems and peripherals unit described elsewhere in this agreement.
- 2) Align Infotech is desirous of rendering such services under terms and conditions as per this contract.

### This Contract Now Witnesses As Follows:

Align Infotech agrees to Service the computer systems and peripheral units detailed in Annexure at the charges mentioned therein for the period mentioned below, subject to all the terms and conditions of this contract.

Period of the contract: From (20 th December 2015 to 19th December 2016), renewable on similar terms.

Location of Equipment: ( Sacred Heart College, Pandit Karuppan Road, Thevara, Kochi-682013)

### Type of Services to be provided:

The detailed account excludes any taxes and governmental levies as applicable or becoming applicable later, due to operation of, or under any existing, or new law.

Service charges are payable, in advance, if the charges are not paid by the start of the Service period, the contract will automatically stand terminated and service will cease immediately.

#### 1) Scope of Service:

Align Infotech agrees to provide the following services under the agreement, to keep the systems in good working order:

- a) Scheduled preventive service at the start of Services period by Align Infotech.
- b) Unscheduled, on call corrective and remedial service subject to terms of the contract.
- c) Service to set right the malfunctions of the system and related IT peripherals covered under this agreement..
- d) The contract covers all the hardware support.
- e) Similarly, supply of any hardware or software as replacement for beyond repairable items or spares will be chargeable as per actual market rates. However, its operationalization, configuration etc will be covered as part of our ASC.

#### 2) Terms:

- a) This agreement is initially for the period mentioned above and shall be renewed on expiry, for further period as mutually agreed periods of one year at each time and so on, unless specifically terminated by either party by giving minimum one month written notice, prior to the end of the service contract period under the existing agreement.
- b) The customer shall be responsible for providing proper power source and air-conditioning as prescribed by Align infotech as also the other environmental conditions including electrical requirements and site facilities prescribed by Align Infotech. Any major damages due to deviation from these, (specially components with burn marks) at customers end, will not be covered under this contract.



Dr. Johnson X, Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013

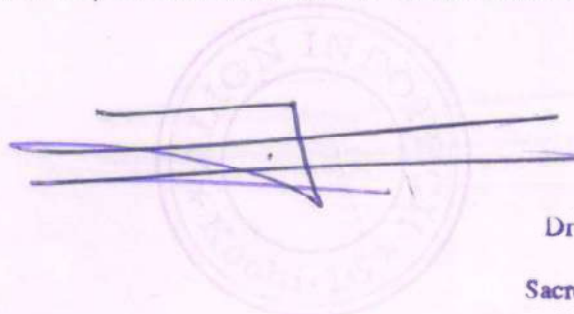


- c) In the case of service at the customer's site the customer shall provide free of cost adequate secure working place and free power for Align Infotech personnel and secure storage facilities for the test equipment within the installation site. Customer will make the system available to Align Infotech for service purpose at all reasonable at all times without any changes.
- d) The customer or his representatives shall not, directly or indirectly, open, alter, try to tamper with or in anyway do any act which will result, in intruding with the internal operation of the system and the peripheral unit (except routine input/output and data processing), and do any modifications to the configuration under contract with Align Infotech without the presence of Align Infotech engineer and/or without the consent of Align Infotech.
- e) The customer shall not be entitled to assign this service arrangement or any benefit or interest herein to any other external agency, without the prior consent of Align Infotech. During the period of contract, only our authorized personnel shall have authority to alter or change any item in the system or peripheral units.
- f) The customer shall use standard voltage stabilizers; UPS recommended by Align Infotech for ensuring stabilized power sources. However service of such electrical systems is not covered under this contract.
- g) Computer Consumables, Printer Heads and plastic parts are not covered under this contract.
- h) System service charges shall not include the cost of consumables and supply items  
Such as but not limited to the following:

- 1) Media (CD & DVD's)
- 2) Floppy diskettes
- 3) Computer Stationery
- 4) Any other consumables
- 5) Other items communicated by Align Infotech for item to time
- 6) Battery
- 7) Stand By will be provided against faulty equipment
- 8) Picture tube by CRT
- 9) Printer Heads
- 10) Laser pointers, pens and handheld writers

Such items replaced are chargeable on actual

3) This Agreement extends only to problems arising out of normal functioning of the Equipment and the agreement does not cover breakdown or services on spare cost, arising out of, whether partly or wholly, misuse of the equipment, or act of God or its misuse under environmental conditions either not prescribed by Align Infotech under clause 2B, or unsuitable for electronic equipment or arising out of any



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Damages caused due to fire, thefts, riots, accidents, flood, earthquake, and other exceptional circumstances. For attending these exceptional cases, Align Infotech suggests that the CLIENT cover the machine by an Insurance policy.  
This agreement does not make Align Infotech responsible for further interfaces, expansion or damage occurring due to it.

**4) Period for service availability:**

In the case of service of customers' site, service shall be rendered on all normal business working days and in working hours. Our business working hours shall be from 10 A.M to 6 P.M Monday to Saturday.

**5) Procedures for Logging Faults & Complaints.** On all business days, we will initiate one telephone enquiry with the person nominated to carry out the duties as IT Manager by our esteemed client. It will be our endeavor to close all complaints logged in at that time. In addition, the customer at anytime during our business hours may login complaints as and when it occurs. On attending and closing each fault, we will give a copy of call completion certificate to the customer's representative at the site. A summary of all closed and pending jobs will be email to our client on monthly basis.

**6) Revision of service charges:**

- a) There shall not normally be any revision in the rates of the service charges during the current period of this contract. However, Align Infotech reserves the right to revise that rate at mutually agreeable terms after giving two months prior intimation. Such changes would come into force at the end of each service period unless this contract is specifically terminated by the customer, at the time the contract comes for automatic renewal.
- b) Changes or enhancements in system features may result in an adjustment of the specified minimum service charges and shall be covered by separate annexure.

**7) Payment terms:**

Service charges under this contract will be invoiced Full Amount in advance and are to be paid upon receipt. Any additional charges, on material not covered under Clause 2 (g), will be billed separately and immediately. If payment exceeds 30 days, no service will be performed until complete payment is received.

**8) Change of location:**

- a) Relocation or shifting of the equipment shall be done by the customer at his own cost and risk. Any damages to the Equipment arising out of such relocation or shifting will not be covered under this contract. However, Align Infotech can provide this service of disconnection and reinstallation at additional nominal charge. Such activity will not form part of normal service and therefore is not included in the charges quoted here.
- b) In the case of service at customers' site, customer shall take the prior written consent of Align Infotech before permanently relocating the equipment to be able to obtain the maintenance service at new location.

Dr. Johnson X Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013

## 9) Limitation of Liability:

Align InfoTech's liability under this contract does not extend to:

- a) Working by persons other than Align Infotech authorized personnel on the machine, except for input/output and data processing by trained and authorized personnel.
- b) Any up gradation to the machine, without Align InfoTech's consent or without using Align InfoTech's authorized supplies and products.
- c) Any work external to the machine affecting performance of the machine, like power supply, cable from main power source etc.
- d) Repair or malfunction or damage due to accident, transportation neglect, failure of or use of nonstandard electrical power, air conditioning or parts, or not adhering to site specifications as prescribed.
- e) Align Infotech's liability under this contract notwithstanding anything to the contrary under this agreement, is restricted to ensuring that the equipment is in good working order and to no other liability, whether expenses or implied.
- f) On termination of this contract Align InfoTech's obligations under this contract cease in their entirety. The customer may enter into a fresh maintenance agreement with Align Infotech, after Align Infotech verifies that the equipment is in a maintainable state. The decision of Align Infotech whether the equipment is in a serviceable state or not is final and binding on both parties to this contract.

## 10) Force Majored:

Align Infotech shall not be liable or deemed to be in default of any delay or failure in performance stated herein, if resulting directly or indirectly, from causes beyond its reasonably control, and if Align Infotech is prevented from performing its function under this instrument over a period longer than 6 months, both the parties shall discuss the course of action to be taken afterwards.

## 11) Change of Ownership:

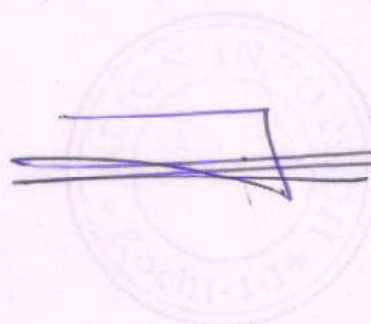
The obligation of Align Infotech under this contract shall cease forth with if the customer ceases to be the owner of the machine.

## 12) Change of Company:

In case of any purchase or takeover of this company, the continuation of this service agreement depends in mutual agreement of both parties. If decided to terminate then any Service Charges paid in advance will be returned. In case of continuance the terms will remain the same or subject to any changes on mutual agreement.

## 13) General Provisions:

This instrument shall super cede any and all previous communications, both oral and written, and the Provisions herein contained shall not omitted, added to or amended in any manner except in writing and signed by both parties hereof.



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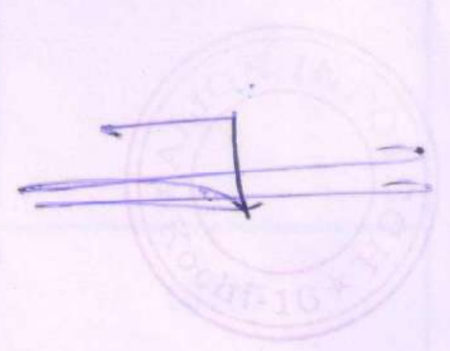
**14) Arbitration:**

In case of any dispute at any time during the tenure of the contract between the parties to this agreement, the same shall be referred to arbitration and the provision of The Arbitration Act, 1940, as modified or re-enacted from time to time shall apply. An award under such a dispute from an arbitrator may be a rule of high court or competent jurisdiction at the instant of either party and the venue of such arbitration shall be the city of Cochin. Arbitration will be conducted by two members' panel, one to be nominated by Align Infotech and the other by the customer. Further this agreement is subject to the laws of India in English alone.

Agreed as above.

CLIENT:  
NAME:  
SIGNATURE:  
DESIGNATION:

ALIGN INFOTECH  
NAME:  
SIGNATURE:  
DESIGNATION:



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**SERVICE CONTRACT (ANNEXURE)**

Name & Address of Client  
M/S. SACRED HEARTS COLLEGE  
PANDIT KARUPPAN ROAD,  
THEVARA  
KOCHI -682013

Customer Code  
Contract Number  
Billing Address of Client :

Client hereby authorizes and confirm ALIGN INFOTECH to do annual maintenance service, and ALIGN INFOTECH agrees to provide such service on the following machines as per the terms and conditions indicated herin.

S.No	Model/Type/Configuration	Materials	Yearly Charges/PC	Qty	Total
1		Desktops	1250	40	50000
				Grand Total	50000

Rupées: Fifty thousand only.

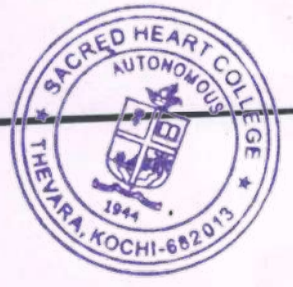
CONTRACT w.e.f \_\_\_\_\_ To \_\_\_\_\_  
The client acknowledges that he has read this contract, understands it and agrees to be bound by its terms and conditions.

CLIENT : SACRED HEART COLLEGE  
NAME :  
SIGNATURE :  
DESIGNATION :  
DATE :

NAME : ALIGN INFOTECH  
SIGNATURE :  
DESIGNATION :  
DATE :

ALIGN INFOTECH

*Johnson X Palackappillil*  
Dr. Johnson X Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013





# DataPlus Infotech

1st Floor Mareena Bldg, M.G. Road, Ravipuram, Kochi - 682 016

Tel: 0484-4029085

Reg. Office: 27/2739, Pattathil Building, Vidya Nagar, Nr. Passport Office  
Kadavanthra, Kochi 682020

Date: 20.07.2015

## R E C I E I P T

Received with thanks from the Principal, Sacred Heart College,  
Thevara, sum of Rs. 50,000 (Fifty Thousand only) being the  
part payment of our Bill No.DS256 dated 30.05.2015.



For DataPlus Infotech  
Authorised Signatory



Dr. Johnson X Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013



# DataPlus Infotech

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Tel: 0484-4029085

Reg. Office: 27/2739, Pattathil Building, Vidya Nagar, Nr. Passport Office  
Kadavanthra, Kochi 682020

Date: 04.03.2016

## R E C I E P T

Received with thanks from the Principal, Sacred Heart College,  
Thevara, sum of Rs. **46,000** (Forty Six Thousand only) being  
the full settlement of our Bill No.DS256 dated 30.05.2015.



For **DataPlus Infotech**  
Authorised Signatory

A handwritten signature in green ink, appearing to be "Johnson".

Dr. Johnson X Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013



Invoice No:DS256

Date : 30.05.2015

**DataPlus Infotech**  
1st Floor, Mareena Bldg. M.G. Road  
Ravipuram, Cochin - 16; Tel :0484-2358739

**CASH BILL**

Party : The Principal  
Sacred Heart College  
Thevara

Sl.No	Description	Qty	Rate	Price
1	<u>Annual Service Contract from 1st June 2015 to 31st May 2016</u> Computer (CPU, Monitor, KeyBoard, Mouse), Printers, Scanner and other accessories	240	400	96000.00
	<b>Net Amount</b>			<b>96000.00</b>

Amount Chargeable (in words)

**Rs.Ninety Six Thousand only**

E. & O.E.

For DataPlus Infotech



Authorised Signatory

**Declaration**

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct

Balance Rs. 46000/-

Balance may be made.

Dr. Johnson X Palackappillil  
Principal  
Sacred Heart College (Autonomous)  
Thevara, Kochi-682 013

