

RAJDEEP ENGINEERING SYSTEMS (PUNE) PVT LTD.

ANNUAL MAINTENANCE CONTRACT

Customer's Name & Address: -	Agreement Number:-
	Agreement Commencement Date:-
	Customer's Representative Contact Name:-
	Customer's Representative Contact Number:-
	Customer's Representative Mail ID:-
hereinafter referred to as "Customer"	
<i>Rajdeep Engineering Systems (Pune) Pvt Ltd.</i> 225/5,Pawar Complex, Pune-Solapur Road, Gadital, Hadapsar, Pune- 411028.	RESPPL Representative Contact Name: RESPPL Representative Contact Number:-
hereinafter referred to as "RESPPL"	

WHEREAS

RESPPL offers to provide Audit/Services to maintain the Customers Systems/Equipment, subject to the terms and conditions of this Agreement and its annexure and the RESPPL's General Conditions of Service and Maintenance, a copy of which is annexed hereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services:-

1. The Customer agrees to give all reasonable assistance to The RESPPL's representative and in particular will ensure and allow him to satisfy himself that the conditions in which he will be working will be safe.
2. At the time of visit The RESPPL's representative will check system/Equipments thoroughly & suggest **required spares** or materials to run the system smoothly. It is necessary to maintain the recommended Spares for trouble free operations. RESPPL will submit required spares quotation accordingly.
3. **The cost of Spares or materials necessary for running the System Healthy/smooth will be additional to the maintenance charges and will be supplied only under the Company's standard Terms & Conditions of Sale.**
4. **The RESPPL's representative will make four service visits depending on contract type within each period of twelve calendar months from the date hereof until this agreement is cancelled.**

5. The AMC cost includes the traveling cost, Lodging & Boarding etc for rendering service throughout the year for location mentioned.
6. This agreement covers visit for routine maintenance & check up of the systems. This agreement does not cover failure of System/Equipments by working wear & tear, accidental damage or work arising out of negligence or improper routine maintenance carried out.
7. RESPPL reserves the right to suspend all cover under this agreement if any monies due to The Company, whether in connection with this agreement or not, are overdue under RESPPL terms and conditions of sale which shall prevail in all matters relating to this agreement.
8. This agreement is specific to RESPPL and shall not be transferred without the written consent of The Company.
9. If the location of the equipment/System is changed by The Customer such re-location may involve an alteration of maintenance charges.
10. To the extent permitted by law RESPPL shall not be responsible (whether in Contract or in Tort) for any direct or consequential loss damage or injury caused by any act or omission of RESPPL or its representatives or otherwise.
11. RESPPL will use its best Endeavour to service or maintain the equipment/System at the agreed intervals but RESPPL shall not be liable for any direct loss or for any loss of profits or loss of business or other consequential loss caused by RESPPL delay in servicing or maintaining the equipment.

2. Payment:-

The cost of this scheme for the first twelve months from the date stated above shall be Rs. _____ and excludes any required Spares and service Tax or other government charge or duty from time to time prescribed by law.

The Payment is payable in advance, and shall be paid in Two installments of Rs. _____.

3. Validity of Contract & Option to Renew:-

The contract is valid for one year from the date of signing of AMC. This may be renewed from year to year subject to rendering of satisfactory service & fulfilling the term & conditions and thereafter will remain in force until terminated in any of the following cases:

- By either party giving twenty-eight days written notice to the other;
- By either party forthwith for failure of the other to remedy a breach hereof after receipt of reasonable notice requiring it to do so.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

For and on Behalf RESPPL:

_____:

Name:-

Designation:-

Date:-

For and on Behalf of

Name:-

Designation:-

Date:-

Name:-

Designation: -

Date:-

Name:-

Designation:-

Date:-