



Dr. B. C. Roy Engineering College, Durgapur
 Campus : Jemua Road, Fuljhore,
 Durgapur - 713206. West Bengal, India.
 Phone : (0343) 250 1353/4106/4121; Fax : (0343) 250 4059/3424
 E-mail : info@bcrec.ac.in; Web : www.bcrec.ac.in

Order No. :
 BCR/E&S/B/18-19/53

Dated :
 18th July, 2018

Quotation No. :
 EIPL/BCR/AMC/2K18

Dated :
 11th July, 2018

Subjects :
 AMC of EPABX System installed
 in Main College Building

Vendor's Details :
 Esstek India Pvt. Ltd.
 56 Jatin Das Road
 Kolkata - 700 029.
 E-mail : esstekindia@gmail.com

Contact Person :
 Mr. Sujoy Sinha

Mobile No.
 7890006448

GST No.

PAN No.

All disputes and arbitrations are subject to Durgapur Jurisdiction only.

Sl. No.	Item Description	Unit	Qty.	Rate	Disc. %	GST %	Amount
1	AMC for CREATIVE make Digital EPABX System	No.	1	15,000.00			15,000.00
	Terms and Conditions						
##	AMC Period 26th July, 2018 to 25th July, 2019						
##	The Amount shown is for the hole AMC period at Main College Building/BCREC						
##	Payment : 100% along with AMC Order						
##	Reporting time shall be minimum 24 Hrs & maximum 48 Hrs. after informing the complaint						
##	Rates : Including of all taxes.						

Gross Amount 15,000.00

Rounding off 0.00

Nett Amount 15,000.00

(Rupees Fifteen Thousand Only)

SUMMERY		For Dr. B. C. Roy Engineering College, Durgapur
Description	Amount	
Gross Amount	15,000.00	 Authorised Signatory
Discount	0.00	
Output CGST	0.00	
Output SGST	0.00	
Rounding off	0.00	
Nett Amount	15,000.00	

Signature of Receiver's

ORDER NO.: EIPL/BCR/AMC/2K18

ORDER DATE:

ORDER FOR MAINTENANCE SERVICE CONTRACT FORM
CUM PROFORMA INVOICE

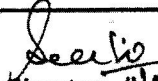
Please render us the service according to the terms and conditions of maintenance service contract given overleaf for the periods mentioned as under :

SL No.	Description	CONF G	OEM	UNIT	RATE		AMC AMOUNT	
1.	Annual Maintenance Contract for Creative make EPABX for 12 months *The above AMC does not includes replacement of Telephone sets and also not includes replacement or shifting of telecable	DX 120	Creative	1 No.	15,000	00	15,000	00
AMOUNT IN WORDS RUPEES Fifteen Thousand Only							15,000	00

Service to be

Duration : From 26/07/2018 to 25/07/2019

Rendered at : B.C.Roy Engineering College Durgapur


Signature 11/07/2018


Signature

For ESSTEK INDIA PVT. LTD.

Name Tennail Singh

Name : Sujoy Sinha
7890006448

Designation Treasurer

Customer's Name: Dr B.C. Roy Engineering College
Fuljore More

Durgapur- 713206

Date :11/07/2018

ESSTEK INDIA PVT.LTD.56 JATIN DAS ROAD KOLKATA-700029 PH. : 7890006448/7



**TERMS AND CONDITIONS
FOR THE MAINTENANCE SERVICE OF EPBX SYSTEM**

ESSTEK INDIA PVT. LTD. (Here-in-after referred to as ESSTEK) will maintain the equipment on the terms & conditions mentioned herein below :

1. **SCOPE**
 - 1.1. Maintenance Service shall consist of Preventive and Corrective Maintenance of EPBX System and will include supply and replacement of spare parts.
NOTE : Parts removed shall be the property of ESSTEK.
 - 1.2. **CORRECTIVE MAINTENANCE**
This will be done when complaints are lodged at company's service centre.
 - 1.3. **PREVENTIVE MAINTENANCE**
This will be done regularly and periodically as per requirements.
2. **HOURS OF SERVICE**
Provision of maintenance service shall be confined to ESSTEK normal local working hours unless the customer is covered under round the clock service option.
3. **DURATION OF CONTRACT**
Duration of this contract is as indicated in the Order Form. The effective dates will be the earlier of the following :
 - One month from the date of despatch of machine
 - Date of installation
 - Date of expiry of the previous contract.
4. **CARE OF EQUIPMENT**
 - 4.1 The customer will give ESSTEK full access to the equipment and will provide suitable working space to enable ESSTEK to provide maintenance services.
 - 4.2 The customer shall be responsible for providing proper site conditions, a standard power conditioning equipment and air conditioning as prescribed by ESSTEK. Any damage due to deviation from these at the customer end are not covered under this agreement.
 - 4.3 No alterations, attachments, upgradation or repairs be done except by ESSTEK's written consent.
5. **COMPLAINTS**
Complaints shall be reported to ESSTEK office assigned to maintain the equipment by telephone, fax or letter. The complaint lodged should give details of fault to enable ESSTEK to take corrective actions.
6. **EXEMPTIONS**
 - 6.1 The maintenance contract does not cover the following :
Any other peripheral / System not mentioned in the contract and accessories like stabilizers etc. unless otherwise mentioned in the contract.
 - 6.2 If customer uses consumables or stationary not approved by ESSTEK as suitable for the equipment, ESSTEK will not be responsible for the performance of the equipment and reserves the right to impose additional charge in any or all subsequent periods.
 - 6.3 ESSTEK shall not be liable to failure to perform any of its obligations under or arising out of this contract, if such failure results from any force majeure act of god, lightning, fire, storm, earthquake, explosion, accident, strikes, lockout, industrial dispute, labour trouble, transportation embargo, insurrection or the existence of any state of emergency, war, war like conditions, civil commotion, riot, inability to obtain any material, refusal of licence or imposition of sanctions and / or any measures taken by the Government whatsoever which renders it impossible or impracticable for any other cause or circumstances of whatever nature beyond ESSTEK's control.
 - 6.4 This agreement does not cover break down or service or spares cost arising out of whatever nature beyond ESSTEK's control.
 - 6.5 This agreement does not cover break down or service or spares cost arising out of whether party or wholly misuse of the equipment or its improper environmental conditions/power conditioning.
7. **PAYMENT TERMS**
Annual Maintenance charges commence from the date mentioned in the contract and shall be payable in advance for the period mentioned in the contract.
8. **ASSIGNMENTS**
The customer shall not assign this contract or any thereof without ESSTEK's written consent.
9. **TERMINATION**
If the customer commits any breach of contract with ESSTEK and fails to remedy it promptly on receiving notice from ESSTEK, ESSTEK reserves the right to terminate the contract without any liabilities whatsoever.
10. **THIS CONTRACT**
This agreement together with any attachment signed by both the parties shall constitute the entire binding contract between ESSTEK and the customer. This contract shall be governed in all respect by India Law. The foregoing terms and conditions shall prevail not withstanding any variations contained in terms and conditions of any other documents submitted by the customer unless such variations have been specifically agreed upon by ESSTEK.
11. **JURISDICTION**
This contract shall be deemed to have been conducted in the Union Territory of Delhi where it has been signed on behalf of ESSTEK and all obligations hereunder shall be deemed to be located at Union Territory of Delhi and the courts with U. T. of Delhi will have the jurisdiction to the exclusion of all other courts.