



सत्यमेव जयते

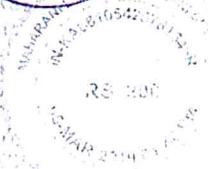
Computer IT  
AMC

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA66105425781646R
Certificate Issued Date	:	05-Mar-2019 01:40 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE9/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0864241679501301R
Purchased by	:	MAHARANI LAKSHMI AMMANNI COLLEGE
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MAHARANI LAKSHMI AMMANNI COLLEGE
Second Party	:	MIND PATH INNOVATIONS
Stamp Duty Paid By	:	MAHARANI LAKSHMI AMMANNI COLLEGE
Stamp Duty Amount (Rs.)	:	200 (Two Hundred only)



Please write or type below this line

SERVICE AGREEMENT

This Service Agreement made on the First day of October Two thousand Eighteen (01-10-2018) at Bengaluru.

ATTESTED

*Shesh Lal A*  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012

*A B Nagai*  
DIRECTOR



**BETWEEN:**

M/s **Maharani Lakshmi Ammanni college for Women Bangalore** (Regd.),  
A Public Charitable Trust.  
having its Director Office at  
Science P.O., Malleswaram,  
Bangalore- 560 012.  
Represented by its Acting Director Dr. M B Nagaveni

(Hereinafter referred to as the "**FIRST PARTY**" which expression shall, unless repugnant to the context, mean and include its administrators, executors and assigns of the **FIRST PARTY**;

**AND**

M/s **Mindpath Innovations, Bangalore**  
No 37, Nandagokula 1st Cross, Peenya  
3rd stage, Bangalore-560058  
Represented by its Director Mr Anand Kumar N L

(Hereinafter referred to as the "**SECOND PARTY**" which expression shall, unless repugnant to the context, mean and include its administrators, executors and assigns of the **SECOND PART**;

**PREAMBLE:**

I. **WHEREAS** the First Party has installed equipments, computers, machineries etc as per **Annexure A** situated at **mLAC Bangalore** and is need of its maintenance on day to day basis.



**ATTESTED**

*Sushela A*  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

ACTING DIRECTOR  
Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

II. **WHEREAS** the Second party has approached the First party and has offered its services and expertise to maintain the computers, Laptops and peripherals.

III. **WHEREAS** the Second Party has made the following representation:

Mindpath Innovations is certified Gold Partner for Dell International Services for selling of their products and support. MPI has present for last 15 years in IT Sector and provides services to the below Customers and to name a few.

1. Bharat electronics Limited
2. GTRE
3. RNSIT
4. KIT
5. ESPEE Industries

IV. **WHEREAS** the First Party, acting on the above representations of the Second party, has agreed to avail the services and expertise in maintenance and servicing of computers, machineries and equipments;

V. **WHEREAS** the First & Second Party respectively have agreed to reduce into writing the terms and conditions of the agreement entered into between them for the maintenance of the computers, machineries, equipments etc;

VI **NOW WHEREFORE THIS SERVICE AGREEMENT WITNESSETH:**

1. **Effective Period:** From 01.10 2018 up to 30.09 2019.

2. **Support charges:** Rs 125000.00 Per Month (Rupees one lakh twenty five thousand Rupees and zero paisa only) by First



ATTESTED

Shashela  
Principal

ACTING DIRECTOR

Maharani Lakshmi Ammanni College for Women  
for Women, Autonomous  
Science Post, Bangalore - 560 012.  
Page 3 of 10

party to Second party (This includes 4 Resident Engineers & Hard ware Replacement except Hard drive, Display Of the Monitor & Data recovery If Any )

**3. Period:** First party agrees to avail service and Second party agrees to provide services for support of the computers, machineries & equipments described in the **Annexure A** hereinafter, on the following terms and conditions appearing herein and in the attachments hereto. The Agreement shall commence from and be in force during the effective period mentioned above until terminated in the manner set out in this Agreement.

**4. Description and location of Computers, Machinery, Equipment etc.:** As per Annexure - A

**5. Payment terms:** The charges for the Service Contract are payable beginning of every quarter the 10th day of the English calendar month, succeeding that for which it is due.

5.1. First Party shall have the right to withhold the payment without any notice and without prejudice to any of its rights and remedies if the services and maintenance are not upto the Industry Norms and standards.

5.2. Support charges mentioned above are exclusive of all taxes, charges and levies. Any value added & all taxes, duties and levies applicable at any time, whether levied during the term of this agreement or thereafter, shall be borne by the Second party in addition to the charges abovementioned.

*As per*



**ATTESTED**

*Sushree*  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

*HB Nagar*  
ACTING DIRECTOR

Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

This Agreement may be executed in several parts, each of which is deemed an original, but all of which together shall constitute one and the same document.

**(1<sup>st</sup> party)**  
Signed for and on Behalf of  
mLAC

**(2<sup>nd</sup> party)**  
Signed for and on Behalf of  
Mindpath innovations

### Terms and Conditions

Second party shall support the computers, machines, equipments etc. described in **Annexure A** hereto subject to the terms and conditions herein after mentioned.

#### 1. Pre-Requisites for Services:

1.1. Equipment eligible for this service are in working condition with appropriate licensed and suitable environmental conditions. The First party represents that all computers/equipment forming subject matter of the Service Agreement fulfills the above criteria.

#### 2. Scope of Service

2.1. "In house" support .along with 4 Resident engineer (1 L1 +3 L3)

During the period of the Agreement, if any malfunctioning of the equipment is observed during the normal course of First party's operations, Second party's technical support team shall provide support services for the computers, &equipment covered in Annexure-A to this agreement. The spares shall be repaired or replaced at the discretion of 1<sup>st</sup> party.

*Handwritten signature*



**ATTESTEL**

*Handwritten signature*

*Handwritten signature*  
**Principal**

**ACTING DIRECTOR**

Maharani Lakshmi Ammanni College  
for Women Science Institute Post, Bangalore - 560 012

Page 5 of 10

Science Post, Bangalore - 560 012.

## 2.2. Procedures

a) Second party shall nominate or identify a technical team as a single point of contact( herein after referred to as "help desk")at the **Server ROOM internal intercom No 229**premises of the 1<sup>st</sup> Party.

b) First party shall report the malfunctioning in the equipment to the Help Desk. Addresses and contact details of 2<sup>nd</sup> party Help Desk is Server room at 1<sup>st</sup> party premises.

2.2. Charges for services not covered under this agreement will be invoiced at 2<sup>nd</sup> party's standard service rates.

## 3. 2<sup>nd</sup> Party's Responsibilities

3.1. The 2<sup>nd</sup> party shall provide standard day to day support as per terms and conditions of this agreement.

3.2. Service hours: Coverage of service is for Monday to Saturday as per college office working hours. Service shall be provided only on 1<sup>st</sup> party's 6 days.

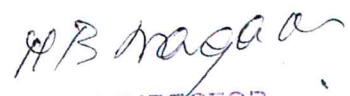
3.3. 2<sup>nd</sup> Party hereby agrees and undertakes that it shall maintain and deploy all its Technical employees to support the 1<sup>st</sup> party under this agreement to maintain, full confidentiality as regards the computers, machineries & equipment of the 1<sup>st</sup> Party which is subject matter of this agreement and the information that is contained therein. Such information, shall at no point of time during the tenure of this agreement or at any time thereafter, be disclosed to any third party under any circumstances whatsoever.

3.4. At all events the technical team (Help desk) of the 2<sup>nd</sup> party shall be the employees of the 2<sup>nd</sup> party and shall not be covered under any labor laws or any other laws which are applicable to the 1<sup>st</sup> party.

ATTESTED

  
  
Principal  
Bangalore

Maharani Lakshmi Amma College for Women, Autonomous  
Science Post, Bangalore - 560 012.

  
ACTING DIRECTOR  
Maharani Lakshmi Amma College for Women  
Science Institute Post, Bangalore - 560 012

#### 4. 1<sup>st</sup> Party's Responsibilities:

4.1. 1<sup>st</sup> Party shall allow access to 2<sup>nd</sup> Party's personnel to the Computers, Machinery's, equipments etc to enable it to render support service. It shall be the responsibility of the 1<sup>st</sup> party to notify 2<sup>nd</sup> party of any potential safety or health hazards at the site. 1<sup>st</sup> party will provide suitable working space, communication and all necessary facilities, documents, consumables and such similar items as 2<sup>nd</sup> party would use during normal operation.

4.2. The 2<sup>nd</sup> party shall also take steps as may be recommended by the manufacturer to improve reliability, maintainability and safety of computers, equipment, machineries.

4.3. The 2<sup>nd</sup> party shall not, directly or indirectly alter, try to tamper with or in any way do any act which will result in interfering with the internal operation of the computers, equipment, machineries and do any modification to the configuration maintained by 1<sup>st</sup> party without prior written approval of 1<sup>st</sup> party or without the presence of 1<sup>st</sup> party's representative.

4.4. In case of any operational or physical damages to the computers, equipments, machineries due to non-compliance of above said procedures or due to any act or omission of 2<sup>nd</sup> party or any person acting through or on behalf of 2<sup>nd</sup> party, 1<sup>st</sup> party reserves the right to rectify the same at additional charge to be paid by the 2<sup>nd</sup> party or in the alternative require 2<sup>nd</sup> party to provide the replacement of the same.

4.5. 2<sup>nd</sup> party shall be responsible for proper handling and keeping stand by computers, machineries, equipment in good working condition. In the event of any damage to standby equipment or any loss occasioned to 1<sup>st</sup> party due to any acts or omissions attributable to 2<sup>nd</sup> party or any person acting on behalf of the 2<sup>nd</sup> party, 2<sup>nd</sup> party shall immediately make good the loss to 1<sup>st</sup> party.

*Handwritten signature*

**ATTESTED**

*Handwritten signature*  
Principal



Maharani Lakshmi Ammanni College for Women, Autonomous  
Science Post, Bangalore - 560 012.

*Handwritten signature*

ACTING DIRECTOR  
Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

## **5. Procedure for replacement of faulty spares**

Faulty Spares will be replace against Defective from OEM ONLY defective in the property of the OEM

**6. Relocation of Computers, Equipments:** 6.1. No Computers, equipment or part thereof shall be moved from the location of installation without the written consent of 1<sup>st</sup> party or without the supervision of 1<sup>st</sup>party's Representative.

6.2. 1<sup>st</sup> party may request for relocation of Computers, equipment's covered under this contract with respect to moving the computers, equipment or any part thereof from its existing location to a new location.

## **7. Exclusions:**

7.1. This agreement does not cover following services;

- a. Services outside the contracted hours and areas of coverage.
- b. All costs, charges and expenses in respect of moving the computers outside the 1<sup>st</sup> party premises or any part thereof including cost, charges and expenses of dismantling, re-installation, commissioning and transport shall be paid by the 1<sup>st</sup> party.
- c. Services do not include electrical work external to the computers /equipment's under this contract.
- d. Support in respect of computer /equipment that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes (ii) environmental failures (iii) act or omission of a third party.

## **8. Termination**

8.1. Either party may terminate this agreement without cause by giving the other party a written notice of 90 days.

**ATTESTED**

*Slesh Lal*  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

*Asoo*



*H B Nagar*

ACTING DIRECTOR  
Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012



8.2. Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under this agreement or under any law and shall not affect any accrued rights or liabilities of either party.

8.4. Upon issue of termination notice by either party, any amount payable to 2<sup>nd</sup> party in respect of service rendered shall become due but however subject to rights of the 1<sup>st</sup> party herein under the terms agreed under this agreement.

### **9. Force Majeure**

9.1. 1<sup>st</sup> Party shall not be liable for any delay or failure to perform any of its obligation under or arising out of this contract, if such delay or failures results from any force majeure which includes act of god, firestorm, earthquake, explosion, accident, strikes, lockouts, labor trouble, transportation embargo, mentioned or existence on any state of emergency, war, war like conditions.

### **10. Entire Agreement:**

10.1. The Agreement together with the Annexure and any attachment hereto, signed by both parties shall constitute the entire binding agreement between 1<sup>st</sup> party and the 2<sup>nd</sup> party. Any modifications to this Agreement shall only be by means of a written instrument signed by both parties hereto.

### **11. Applicable Laws and dispute resolution:**

11.1 Any or all dispute/s arising between the parties in connection with this agreement shall be attempted to be settled by mutual discussion between the parties, by issue of a written notice by the affected party to the other. In the event the dispute/s is not settled by mutual discussion within a period of 15 days from the date of such notice, the same shall be referred



**ATTESTED**

*Sasibala*  
Principal



Maharani Lakshmi Ammanni College  
for Women, Autonomous,  
Science Post, Bangalore - 560 012.

*M B Nagara*

ACTING DIRECTOR

Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

to Arbitration by a Sole Arbitrator appointed by both the parties mutually. Provisions of the Arbitration & Conciliation Act, 1996 including any amendments thereto, shall apply. The arbitration shall be held in Bangalore city only and shall be conducted in English language.

11.2. The interpretation, validity and performance of this Agreement shall be construed and enforced in accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

#### Annexure -A

#### Computer/Machinery & Equipment Details Attached

*M B Nagaveni*  
Dr. M B Nagaveni  
"First Party"  
Represented by its Acting Director, mLAC

ACTING DIRECTOR  
Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

*Anand Kumar N.L*  
Mr. Anand Kumar N.L  
"Second Party"  
Represented by its Director Mindpath Innovations



#### WITNESSES:

1. Dr. Radhakrishna N  
Principal

*N. R. S. C.*  
ACTING DIRECTOR  
Maharani Lakshmi Ammanni College for Women  
Science Institute Post, Bangalore - 560 012

2. Dr. Sushama Bavle  
Head of the Department- Commerce

*Sushama Bavle*

**ATTESTED**

*Shobha A*  
Principal  
Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

ANNEXURE - A

**MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN**

Details of Computer & its accessories in the Department

Sl. No.	Particular	Total
1	Desktop	341
2	Laptop	95
3	Printer	48
4	Scanner	14
5	Speakers	27
6	LAN Connection	YES
7	UPS	22
8	Camera	44
9	DVR	4
10	Projector	41

**ATTESTED**

*Seshhal.A*  
Principal

Maharani Lakshmi Ammanni College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.

**MAHARANI LAKSHMI AMMANI COLLEGE FOR WOMEN**

Details of Computer & its accessories in the Department

Sl. No.	Particular	Total
1	Desktop	341
2	Laptop	95
3	Printer	48
4	Scanner	14
5	Speakers	27
6	LAN Connection	YES
7	Camera	44
8	DVR	4
9	Projector	41

**ATTESTED**

*S. S. S. S.*

Principal

Maharani Lakshmi Ammani College  
for Women, Autonomous  
Science Post, Bangalore - 560 012.