

ANNUAL MAINTENANCE AGREEMENT
For Computer and IT Equipment Servicing

This Agreement is made and entered into on this ____ day of _____, 2025, by and between:

HOMCO, having its office at [Full Address] (hereinafter referred to as "HOMCO", which expression shall, unless repugnant to the context, include its successors and assigns)

AND

[Vendor Name], a company/firm having its registered office at [Vendor Address] (hereinafter referred to as "Service Provider", which expression shall include its successors and permitted assigns).

1. Scope of Work

The Service Provider agrees to undertake the maintenance and servicing of computers, laptops, printers, and other IT equipment installed at HOMCO premises, which includes:

- Preventive maintenance.
- Corrective maintenance as required
- Software support (OS installation, updates, basic troubleshooting)
- Hardware diagnostics and repair
- Emergency technical support on call

2. Contract Period

The maintenance contract will be valid for **one year** from the date of commencement

3. Responsibilities of the Service Provider

- Ensure timely preventive maintenance
- Attend to all complaints within **24 hours** of notification
- Emergency support shall be provided during office hours and beyond, if necessary.
- Maintain necessary spare parts or arrange them with HOMCO's approval.
- Qualified and experienced technicians shall be deployed.

- HOMCO reserves the right to request personnel replacement for any reason not necessarily to be disclosed.
- Maintain service logs and submit reports after each visit
- Ensure confidentiality of data and configurations.
- Provide service during normal working hours and beyond if required

4. Payment Terms

- The total contract value is ₹_____/ - (inclusive/exclusive of GST).
- Payment will be made after submission of invoices and service reports.
- No advance payment shall be made.
- All taxes, duties, or levies shall be borne as applicable.

5. Confidentiality

The Service Provider shall maintain strict confidentiality of all sensitive data and information accessed during servicing. No data may be copied, disclosed, or shared without prior written approval of HOMCO.

6. Liability

The Service Provider shall be liable for any physical damage or data loss caused due to negligence, mishandling, or improper service.

7. Replacement of Parts

- A cost estimate shall be submitted in advance for parts not covered under this contract.
- The vendor shall ensure the availability of spare parts.
- Replaced parts must be new and of standard make and higher quality.
- Prior approval must be taken for any replacement not covered under the contract.

8. Termination

Vendor may terminate this agreement by providing 30 **days' written notice**. HOMCO may terminate the contract immediately in case of breach of terms or unsatisfactory service.

9. Dispute Resolution

In case of disputes or differences arising under this Agreement, efforts shall be made for amicable resolution. Failing which, the matter shall be subject to the jurisdiction of courts located in Alappuzha.

10. Indemnity

The Service Provider shall indemnify and keep HOMCO indemnified against all claims, losses, damages, and expenses arising out of or in connection with the services provided under this Agreement.

11. Force Majeure

Neither party shall be liable for failure to perform its obligations due to causes beyond its control, including but not limited to natural disasters, strikes, or government restrictions.

12. Compliance:

The vendor must comply with all applicable statutory requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

For HOMCO

Name: _____

Designation: _____

Signature: _____

Seal: _____

Date: _____

For [Vendor Name]

Name: _____

Designation: _____

Signature: _____

Seal: _____

Date: _____

Witnesses (On behalf of HOMCO)

1. Witness

Name: _____

Address: _____

Signature: _____

Date: _____

2. Witness

Name: _____

Address: _____

Signature: _____

Date: _____

3. Witness

Name: _____

Address: _____

Signature: _____

Date: _____

Witnesses (On behalf of [Vendor Name])

1. Witness

Name: _____

Address: _____

Signature: _____

Date: _____

2. Witness

Name: _____

Address: _____

Signature: _____

Date: _____

3. Witness

Name: _____

Address: _____

Signature: _____

Date: _____