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DIRECTOR VIT BARAMATI.









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GREEMENT FOR

MAINTENANCE

CONTRACT: GOLD

Between Otis Elevator Company (India) Limited (OTIS)

and (THE CUSTOMER)

Otis Elevator Company (India) Limited 9th Floor, Magnus Towers, Mindspace, Link Road, Malad (West) Mumbai - 400 064

REGISTRAR Vidya Pratishthan Vidyanagari, Baramati Dist.Pune

MP1095 CONTRACT NO:

> OTIS will maintain THE EQUIPMENT, hereinafter described, in reliable and efficient operating condition, subject to and in accordance with the Terms and Conditions hereof:

MACHINE NUMBERS: P1095

TERMS OF AGREEMENT:

This service shall commence from Feb 2020 and shall continue thereafter until terminated. Either party may terminate this Agreement either at the end of first year or at the end of any subsequent year by giving a ninety (90) days' notice in writing.

1.1 EQUIPMENT DETAILS:

OTIS agrees to furnish OTIS Maintenance on the following described equipment (THE EQUIPMENT):

Genzhova, MRL

1.2 LOCATION OF EQUIPMENT:

Vidya Pratishthan's Institute of Information Technology
Baramati, P 1018 ATTESTED

2.1 OTIS will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep THE EQUIPMENT properly adjusted and they will use all reasonable care to maintain THE EQUIPMENT in efficient, reliable and safe operating condition.

2.2 PLANNED MAINTENANCE:

OTIS will in accordance with their terms hereof, regularly examine, lubricate and adjust THE EQUIPMENT and generally carry out planned maintenance in a systematic and controlled manner using OTIS developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location.

2.3 REPAIR OR REPLACE PARTS:

OTIS will at its option, repair or replace any parts detailed in the following section which, in its opinion are defective. Parts will be furnished by OTIS on an exchange basis under which the replaced parts become the property of OTIS.

However OTIS will not make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

2.4 EQUIPMENT COVERED:

- (a) Renew all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
- (b) Systematically examine and adjust the following components:

Machine, Worm Gear, Thrust Bearings, Drive Sheave, Drive Sheave Bearings, Brake Contact, Linings and Components;

Motor, Motor Generator, Motor Windings, Rotating Elements, Commutator, Brushes, Brush Holders, Bearings, Coils, Resistance for Operating and Motor Circuits, Magnet Frames and other Mechanical Parts;

Controller, Selector, Levelling Devices, Cams, Relays, Solid State Components e.g. PCBs, Transducers, Resistors, Condensors, Power Amplifiers, Transformers, Contacts, Leads, Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment;

Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws;

Car and Hall Mechanical Buttons, Car and Hall Position Indicators, Hall Lanterns, Car Direction Indicators and all other Car and Landing Signal Fixtures, as installed by OTIS.

Deflector or Secondary Sheave, Bearings, Car and Counterweight Guide Rails and Buffers, Top and Bottom Limit Switches, Governor Tension Sheave Assembly, Compensating Sheave Assembly, Car, Counterweight and Counterweight Guide Shoes including Rollers or Gibs:

Interlocks on Hoistway Door, Hoistway Door Hangers, Guides, Automatic Power Operated Door Operator, Car Door Hanger, Car Door Contact, Safety Shoe, Load Weighing Equipment, Car Frame, Car Safety Mechanism and Platform;

To keep pace with fast-changing technology and in our effort to constantly upgrade our elevator systems to make it more user-beneficial constant R&D is under way and OTIS reserves the right to discontinue manufacture of any or all of the above mentioned items. In such a situation any replacement will be carried out on chargeable basis after allowing suitable rebate for existing component.

- (c) Furnish lubricants compounded to OTIS' stringent specifications.
- (d) Examine periodically all safety devices and governors and make all customary safety tests.

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NON-OTIS LIFTS - SPARE PARTS :

THE CUSTOMER has a right to keep the elevator in usable/working condition, which gives him a right for the replacement of worn out/damaged parts/components. The components/parts requiring replacement/repair, would be procured by OTIS on behalf of THE CUSTOMER from the available sources. OTIS will check the quality and reliability of the components/parts.

You retain your rights to any software not provided by OTIS contained in the Units and agree to allow OTIS to make one backup or archival copy for you and only for the limited purpose of maintenance.

SERVICE TOOLS:

You are responsible to secure our right to use any special service tools required to maintain your non-OTIS equipment. These tools must be provided prior to our beginning maintenance on such equipment.

2.5 SPARE PARTS INVENTORY:

OTIS will during the term of this contract maintain, in its local service depot, a reasonable supply of frequently used replacement parts and lubricants selected by OTIS to meet the specific requirements of the units. OTIS further agrees to maintain a supply of major components available for express delivery in case of emergencies in its National Service Centre.

2.6 QUALITY CONTROL:

OTIS will perform an annual survey of THE EQUIPMENT to verify that it conforms to OTIS requirements. OTIS will also conduct periodic field audits of its personnel to maintain quality standards. OTIS field engineers will provide technical assistance, technical information, and code consultation to support its maintenance organisation.

2.7 SAFETY TESTS:

OTIS will periodically examine safety devices and governor of THE EQUIPMENT to ensure user safety. In addition, OTIS will conduct an annual no load safety test on THE EQUIPMENT.

2.8 PRIORITY:

OTIS will give priority in its service, repair and manufacturing facilities to restoring THE EQUIPMENT to normal service.

2.9 WIRING:

OTIS will maintain current OTIS engineering wiring diagram for the term of this Agreement and the same will be used exclusively by examiners or authorised OTIS representatives. You agree to provide us with current wiring diagrams reflecting all previously made changes for Non-OTIS Units covered by this Contract to facilitate proper maintenance of THE EQUIPMENT. These diagrams will remain your property.

2.10 WORK SCHEDULE:

All work and services provided for in this Agreement are to be performed during normal working hours on normal working days. Additional costs incurred in carrying out work outside such times will be charged as extra for the overtime premium hours.

SECTION 3 - CALL BACK SERVICE

3.1 EMERGENCY MINOR ADJUSTMENT CALL BACK SERVICE:

OTIS will provide emergency minor adjustment CALL- BACK service under this Agreement. This CALL- BACK service will be extended 24 hours on all working days as well as holidays for elevators located in cities/towns where OTIS has a Service Centre.

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3.2 CHARGEABLE CALL BACKS:

For Call Backs arising from installations where OTIS does not have a Service Centre, a standard charge of Rs_____ per call will be charged over and above the Contract Price agreed upon.

OTIS also reserves the right to charge THE CUSTOMER for Call Backs (inclusive of nuisance Call Backs) when such Call Backs are the result of negligence or misuse of THE EQUIPMENT or by reason of any cause which is beyond OTIS' control.

SECTION 4 - CUSTOMER'S OBLIGATIONS

4.1 ACCESS:

THE CUSTOMER will allow OTIS employees free and unhindered access to THE EQUIPMENT, and the landings, lobbies and machine room associated therewith and all areas mentioned herein.

These areas should be free of danger of falling objects; of ungrounded electrical wires and of tripping hazards, etc. which would pose a danger to those working on THE EQUIPMENT.

With due concern for safety of its employees, OTIS reserves the right to suspend services when in their opinion OTIS personnel are subjected to hazardous working environment at site.

4.2 ONLY OTIS TO MAKE REPAIRS:

In the interest of safety of THE EQUIPMENT and its users THE CUSTOMER shall not direct or permit the repair, alternation, replacement or any interference with any of THE EQUIPMENT or any part thereof, of any items specified herein, by any person or organisation other than OTIS, its employees or contractors, without OTIS' prior consent. Such consent will not be unreasonably withheld by OTIS.

4.3 REPORTING:

- (a) THE CUSTOMER will report details of unsatisfactory running or irregular performance of THE EQUIPMENT and will keep clean and in good condition those parts excluded from this Agreement referred in Section 5.
- (b) THE CUSTOMER will be legally responsible to report all the incidents whether minor or major, immediately/within 24 hours, in writing to statutory authorities, wherever applicable and to OTIS without any exception.

4.4 LIGHTING / VENTILATION :

THE CUSTOMER will provide the machine room with adequate lighting, cooling, moisture control, and/or ventilation as may be required in the judgement of OTIS to assist its men in providing the work set out hereunder and in enhancing the effective operation of THE EQUIPMENT.

4.5 RESTRICTED AREAS:

THE CUSTOMER will keep away from any areas enclosing mechanical or electrical equipment, persons other than OTIS' authorised employees and those expressly authorised by OTIS. These areas will be used solely for their proper purposes.

4.6 THE CUSTOMER will provide OTIS unrestricted ready access to all areas of the building in which any parts of the units are located and to keep all machine rooms and pit areas free from water, stored materials and rubbish/debris.

If any unit is malfunctioning or is in a dangerous condition, THE CUSTOMER should immediately notify OTIS and until OTIS rectifies the problem, THE CUSTOMER should agree to remove the unit from service and take all possible precautions to prevent its access or use.

THE CUSTOMER should agree to display any publicity material relating to safety/use of equipment and warnings to passengers in connection with the use of the elevators.

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MAINLINE DISCONNECTS:

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

- 4.7 Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of OTIS employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized OTIS personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for OTIS. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.
- 4.8 Failure to comply with any of above requirements may result in OTIS suspending the services until the needful is done in consideration of the potential safety hazard.

SECTION 5 - EXCLUSIONS

5.1 EXCLUSIONS:

OTIS assumes no responsibility for the following items of elevator equipment, not included in this contract:

Car enclosure, door panels, hung ceilings, car gates, light diffusers, light bulbs, fluorescent tubes, handrails, starters, chokes, mirrors, floor coverings, carpets, other architectural features, hoistway enclosure, hoistway gates, door frames, doors, sills, batteries, security system, external wiring to elevator and hoistway/machine room. Imported components like ELD, Plasma Display & EVAIS etc.

5.2 NEGLIGENCE OR MISUSE OF EQUIPMENT:

OTIS will not incur expenses and is not required, under the terms of this Agreement, to make renewals or repairs, necessitated by reason of negligence or misuse or any other cause beyond OTIS' control except ordinary wear and tear. Cost of such renewals and repairs necessitated by reason of negligence or cause will be charged to THE CUSTOMER.

5.3 OTHER SAFETY TESTS, etc.:

OTIS will not be required to make safety tests other than as set out in section 2.4 (d) hereof nor to install new attachments, nor carry out structural or other alternations on THE EQUIPMENT whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design.

SECTION 6 - WORN ITEMS

6.1 WORN-OUT ITEMS:

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide the maximum of service from these items, OTIS is accepting them in their present state on the condition that THE CUSTOMER is to pay, in addition to the base amount of this Agreement, an extra charge at the time the items listed below are first replaced. The charges for these replacement will be determined by prorating the total cost of replacing the individual items. THE CUSTOMER is to pay for that portion of the life of the items used prior to the commencement date of this Agreement and OTIS is to pay for that portion used after the commencement date of this Agreement.

SCHEDULE OF PARTS TO BE PRORATED:

NAME OF PART:

DATE OF INSTALLATION:

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NOT AN INSURANCE CONTRACT:

OTIS will not be liable for any loss, damage or delay due to any cause beyond its reasonable control including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, explosion, theft, heavy rains, floods, riots, civil commotion, war, malicious mischief or acts of God. Should damage occur to OTIS material, tools or work on the premises from any cause beyond its reasonable control, THE CUSTOMER shall compensate OTIS

OTIS will also not be liable for indirect/consequential losses, under this contract, under any

NO POSSESSION : 7.2

OTIS does not assume or accept possession or management of any part of THE EQUIPMENT, but such remains THE CUSTOMER's, exclusively, as the owner or lessee thereof.

The aggregate liability of Otis, whether under law or contract (including for third party claims) shall be limited to 25% of the Contract Value.

OTIS' RIGHT OF TERMINATION: 8.1

OTIS shall be entitled to terminate this agreement forthwith in any of the following events and OTIS' liability hereunder shall, therefore, cease:

- a) Where the legal and beneficial ownership of the building has changed.
- b) Where, in OTIS' opinion, THE EQUIPMENT is or has been subjected to unreasonable HSA.
- c) Where OTIS is prevented from performing any obligation under this agreement by any cause outside its control.
- d) Where, in OTIS' opinion, there is a material change in the original intent of the usage of THE EQUIPMENT or in the function or character of the building.
- e) Where, without OTIS' consent, any work upon THE EQUIPMENT within the scope of this Agreement is undertaken by anyone other than OTIS employees or its authorised representatives.
- Where THE CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of clause 2.4 of this Agreement, within a reasonable period of time, after written notice from OTIS that such work or replacement is necessary.
- g) Failure by THE CUSTOMER to pay any monies due under this Agreement within thirty (30) days of their becoming due.
- h) If THE CUSTOMER files, or if there is filed against THE CUSTOMER, a petition in bankruptcy, or being a corporation, enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with creditors generally or takes or suffers any similar action in consequence of debt or becomes unable to pay debts as they fall due.

THE CUSTOMER'S RIGHT OF TERMINATION: 8.2

THE CUSTOMER shall be entitled to terminate this Agreement forthwith by giving OTIS ninety (90) days' notice in writing in either of the following events and OTIS' responsibilities and entitlements under this Agreement shall cease forthwith:

- a) Where the building is vacated.
- b) Where THE CUSTOMER furnishes proof that there has been a change in the legal and beneficial ownership of the building.

EFFECT OF TERMINATION: 8.3

(a) Charges for the work done up to the date of termination, will become due for payment immediately. And if such amount is not paid within 15 days from the date of demand, will carry interest @18%. (b) Legal liability, on maintenance of the equipment, will cease immediately and OTIS will not be responsible from the date of termination for any incident/mishap on the equipment. TESTED

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SECTION 9 - PAYMENT AND PRICE ADJUSTMENT

9.1 PAYMENT TERMS:

Invoices for payment of the Contract Price will be issued and are payable in advance.

9.2 TAXES

- a) THE CUSTOMER shall pay, in addition to the Contract Price, any tax imposed upon it by any existing or future laws (including but not limited to GST) and the amount of any tax imposed upon OTIS, it's suppliers or THE CUSTOMER under any statute, court decision, rule or regulation becomeing effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereofor the services rendered hereunder.
- b) In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law.

9.3 NO SET-OFF OR COUNTER CLAIM:

THE CUSTOMER shall have no right to set-off against sums due under this Agreement, any sums, which may be or which THE CUSTOMER may believe to be, due to THE CUSTOMER from OTIS.

9.4 FAILURE TO MAKE TIMELY PAYMENT:

The provision of Section 8.1 (g) not withstanding, if THE CUSTOMER fails to pay any charges or other monies payable hereunder by it when due and payable in accordance with the payment terms, invoiced. THE CUSTOMER agrees that OTIS will have the right to invoice and THE CUSTOMER will pay a late payment charge @ 18% per annum on the unpaid balance from the due date of payment. An invoice issued for the additional payment shall constitute written notice.

9.5 PRICE ADJUSTMENT:

The price given in this agreement will be firm for a period of one year and subject to revision every following year.

SECTION 10 - MISCELLANEOUS

10.1 CUSTOMER SERVICE:

OTIS will assign a representative to your account who will periodically visit your building and will be available for consultation in any matter relating to the maintenance of the elevators. OTIS' Service Representative will be available to discuss with THE CUSTOMER, THE CUSTOMER's elevator needs in the areas of modernisation and proper use and care of the elevators.

10.2 HEADINGS:

The headings to the clause of this Agreement are included for convenience only and do not constitute a part hereof.

10.3 OTIS reserves the right to suspend Call Back service and / or discontinue any other work under this contract or any other contract with OTIS until all outstanding payment shall have been made as agreed and OTIS is assured that subsequent payments will be made as they fall due.

It is agreed between THE CUSTOMER and OTIS that all disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective representatives concerning this Contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract—shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

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THE CUSTOMER agrees and accepts that OTIS will be relieved from all the legal provisions/ claims, immediately in case of un-authorised repair/access/modification to the elevator done by any other person than an OTIS representative.

This proposal, when accepted by THE CUSTOMER and approved by OTIS' Authorised Official shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded.

SECTION 11 - CONTRACT PRICE

Total Amo	As. 52000.00 (Yearly Advance) 1. = 9360.00 Count = Rs. 61360.00 Creatly Advance) W before AMC is separate) At is Rs. 41015.00)
Accepted by THE CUSTOMER ON: REGISTRAR Vidya Pratishthan Vidyanagan, Baramali Dist Pupa	OTIS ELEVATOR COMPANY (INDIA) LIMITED BY: Surrout turge (Maharashtra), India. 986032152
SIGNATURE :	AUTHORISED OFFICIAL
TITLE:	TITLE Sandesh Baydeless Regional Head WR-AO (Service) DATE:

ATTESTED

DIRECTOR VIIT BARAMATI.



For any assistance call OTIS TOLL FREE NUMBER: 1-800-22-7777

SAVITRIBAI PHULE PUNE UNIVERSITY

(Formerly University of Pune)



IMPORTANT INSTRUCTIONS

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1	The external students should follow the instructions issued separately regarding filling of the examination form. Before filling the examination forms they should ensure, that he/she offers subject/s for which teaching is provided in the affiliated colleges for relevant degree course/s.	
2	A) If the last date of filling the examination forms falls on Holiday/Bank Holiday or any other holiday, the examination forms will be submitted on the next working day.	
	B) The Examination forms be validated & inward be done by the college within stipulated time limit. Inward facility be started from first day of submission of form by the student	
	C) The Exam fees should be deposited in the bank within 3 days after the expiry of the each last date.	
3	Exam forms will be accepted only upto last date with late fee. Please note that after last date with late fee no forms will be accepted.	
4	All the title of the papers may appear in the examination programme. However the question paper will be set only of those papers for which the teaching is provided in the affiliated colleges/recognized institutes/University Departments.	
5	Post Graduate Departmental Examinations will be conducted by the Principals of affiliated colleges having P.G Centers/Heads of the University Departments and Director of Recognized Institutes in such a way that, the marks of the Examinations and Departmental Courses are submitted to the University on or before the commencement of the respective examinations. No relaxation will be given in this regard.	
6	The Departmental Courses and Term End Examination should be arranged by the Colleges / Departments / Institutes in such a way so that it should not clash with the dates of the University examinations.	
7	All Departments of University and the courses conducted under circular No. 125 have to declare the results of every examination conducted by them within 30 days from the last date of examinations of per course.	
8	For Handicapped, Blind and Learning Disabled Students: The Senior Supervisors/Principal/Director of the concerned examination centre is authorized to make the appointment of a writer at an examination for Handicapped, Blind and Learning Disabled Students. The writer to be appointed must not have passed the examination at which he is appointed to work for the examination. The concerned writer should not be first relative with Examinee, i.e. Mother-Father, Sister-Brother, Paternal and Maternal Uncle. And also authorized to sanction additional Twenty minutes for per one hour question paper to handicapped, blind and learning disable students. However students will have to submit the medical certificate of endorsing Civil Surgeon. An application of the student must be received through the Principal/Director to the Senior Supervisor concerned. Answer-Scripts of learning disabled students such students be submitted to CAP Centre in separate envelop.	

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- The Senior Supervisors/ Principal/Director of the concerned examination centre is authorized, to make the appointment of a writer at an examination for a candidate who, in their opinion, is unable to write answer-scripts on medical grounds. The writer to be appointed, must not have passed the examination at which he is appointed to work for the examination. The concerned writer should not be first relative with Examinee, i.e. Mother-Father, Sister-Brother, Paternal and Maternal Uncle. The concerned Examinee must submit medical certificate from 'Registered Medical practitioner'. The Senior Supervisor shall make a separate seating arrangement for the candidate and the writer.
- The Principals of all Affiliated Colleges/Directors of the Recognized Institutes/Heads of the University Teaching Departments are requested to follow the procedure laid down by the Finance Department of the Savitribai Phule Pune University from time to time, for the purpose of following the procedure for filling the examination forms.
- 11 They are further requested to ensure that the examination forms are retained at the college and furnished for verification to University office as and when asked.

The Principals of all affiliated colleges/Directors of Recognized Institutes/Heads of the University Departments are also requested to bring the contents of this Circular to the notice of students, teachers and all other concerned.

Ganeshkhind, Pune-411 007 Ref.No.Exam/Co-ord/ 1519 Date: 30/10/2015

Dr. Ashok Chavan
Controller of Examinations

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