

Ref: STC/MSD/AMC/2011-12

March 11, 2011

M/s.

Dear Sirs,

We would like to have an Annual Maintenance Contract for our existing Computers / Printers for the period from April 2011 to March 2012. The Schedule of the PCs / Printers and Draft Agreement are enclosed for your reference.

If you are interested in the above work you may make it convenient to visit our office and inspect the PCs and Printers during working hours between 09.30 am to 5.30 pm on any day except on Holidays.

Your offer should cover comprehensive maintenance charges in such manner as described in the schedule and terms and conditions as per Annexure. Please quote your best price in your offer to be submitted in a sealed envelope, super scribed "QUOTATION FOR COMPUTER- AMC" and addressed to;

The Branch Manager,
STC of India Limited,
Chennai House, 4th Floor,
6, Esplanade, Chennai – 600 108.

so as to reach us latest by 3.00 pm on 25.03.11. The validity of the offer shall be 10 days from date of opening Quotation. The envelope can be deposited in the box kept in our office for the purpose or sent by Post/Courier. STC reserves the right to accept or reject any or all Quotation/s without assigning any reason.

Thanking you,

Yours faithfully,
For STC of India Limited,

(Valerie D'Silva)
Branch Manager

Encl: 1. Schedule
2. Draft Agreement.

ANNUAL MAINTENANCE AGREEMENT

AGREEMENT entered into between: M/s _____, a company having Office at _____ hereinafter referred as 'SERVICE PROVIDER'; AND

The State Trading Corporation of India Ltd., Chennai House, 6 Esplanade, Chennai 600 108, having its Registered office at Jahawar Vyapan Bhavan, Tolstoy marg, New Delhi 110 001 hereinafter referred as CUSTOMER;

COVERAGE: Service Provider undertakes to provide comprehensive maintenance cover to such equipment(s) for such period against payment of such maintenance charges in such manner described in the schedule to this Agreement subject to such terms and conditions hereinafter stated.

TERMS AND CONDITIONS:

1. SERVICE PROVIDER offers comprehensive maintenance cover for a cost of Rs. _____ /- inclusive of all taxes, to the equipments covered under this agreement, to ensure uninterrupted functioning, by rendering preventive maintenance and setting right any failure, breakdown or damage arising during the normal usage of equipment. The Customer shall pay all charges as per payment terms stipulated by Service Provider. Such payment is the essence of this Agreement. Customer shall pay the AMC charges in four quarterly equal installments, post service basis.
2. The periodicity and the nature of preventive maintenance service will be determined by the Service Provider, subject however to at least one such service call per month.
3. Breakdown service will be rendered as and when any breakdown, failure or damage to the equipment is reported, Service Provider endeavor to depute its service personnel at the earliest. Intimation of breakdown shall be given sufficiently in advance to prevent loss of time upto the commencement of service.
4. Breakdown service will normally be completed in less than four hours from the time of the Service Engineer starts attending to the problem reported. If the problem appears to be complicated and needs sophisticated testing equipment / tools, the defective spare / module / equipment will be taken to the workshop of Service Provider for further investigation and rectification. A standby spare / module / equipment will be arranged by Service Provider.
5. If it is found necessary to replace any part / component of the equipment in order to bring it to normal working condition, such replacement will be done on exchange basis. The replaced part component will become the property of Service Provider. No extra charges will be payable for replacement of parts covered by comprehensive maintenance. Service Provider will determine whether or not any part / component should be repaired / replaced and in the case of replacement, the nature and the quality of the component that would give equivalent performance.
6. This agreement does not cover any additions interfaces upgradations, expansions, alterations or modifications to the equipment which however can be undertaken by Service Provider on such terms as may be mutually agreed upon.
7. In the case of parts not covered under warranty or comprehensive maintenance covered for free replacement the same will be done at extra cost depending upon the availability of spares.
8. This agreement does not cover any damage arising out of, whether wholly or partly or directly or indirectly, any misuse of the equipment or use under conditions not suitable to its functioning or in a manner not prescribed by the manufacturers or Service Provider and Service Provider shall not be held responsible for any delay, damage / loss due to external forces and calamities such as communication breakdown, agitation, strikes, acts of workmen, lockout, fire, water, electric disturbances, cyclone, storm, etc., thefts, accidents, riots, war, civil disturbances, terrorist activities etc. The Customer may obtain suitable insurance protection as may be appropriate to cover relevant risk aforesaid.

9. Replacement of parts will not be applicable to stickers, floppy diskettes, consumables, stationery, covers of the equipment, printer knobs, printer band, printer ribbon and cassette, printer head, head cable and such other parts / items of similar nature and use unless otherwise they are covered under manufacturer's warranty.
10. The customer shall not, either by himself or through any other person, all the opening, altering or tampering with in any manner either the equipment or related items which result in impairing the internal system or operation of the equipment or modification of the configuration of the equipment without prior written approval of Service Provider.
11. Prior to the commencement of this agreement, the equipment to be covered by the maintenance service, will be inspected by Service Provider and if any defect or fault is found, the same, will be rectified against payment of charges and then only the equipment will qualify for the maintenance under this Agreement.
12. Applicable taxes, or levies if any, will have to be borne by the Customer and becomes payable as and when demanded.
13. Customer will make all arrangements to back up the entire hard disk content as a safety measure. Service Provider shall not hold responsible for the hard disk content during repair / rectification of the hard disk / parts thereof. If it is due to negligence the service provider is liable to compensate the customer both through material and money.
14. The Customer shall not assign or transfer to any person whatsoever, any or all of the rights, privileges or obligations, except with the written prior approval of Service Provider.
15. The maintenance service under this Agreement will be rendered by persons deputed and or authorized by Service Provider operating from such location chosen according to the operational convenience.
16. The standby system and equipments as and when provided by the service provider should have the insurance coverage arranged by themselves and the customer shall not be liable for any claim on it.
17. Any dispute arising out of this Agreement will be decided by Arbitration under laws in force for the time being and subject to jurisdiction of Chennai city.

The parties hereto have affixed their respective seal and signature to this Agreement at Chennai this day of March 2011.

For Service Provider

For Customer

Authorised Signatory

Date:

Seal:

SYSTEMS SCHEDULE:

S.NO	SYSTEM	DIVISION
1	HP 500(HP Pentium M770) Laptop 2.0 GHZ/512 MB DDR II RAM/14% [^] WIDE XGA TFT DISPLAY 60 GM HDD DVD-RW DRIVE/10-100 LAN 56 K MODEM/ WIRELESS s.no.CND65Ø1H7B Zebronic Optical USB Mouse (26.06.09- Microclinic)	BM

2	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" TFT COLOR MONITOR- 10/100 ETHERNET CARD 2 GB DDR II RAM (14.12.09- Microclinic@Rs.2818	BM CELL
---	---	---------

3	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	BULLION1 M(M) (SS) DM(SELVI)
---	---	------------------------------------

4	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	BULLION2 M(M) (SS) DM(CHANDRA)
---	---	--------------------------------------

5	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	PERS&ESTT M(M) (GG)
---	---	------------------------

6	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	INTERNET
---	---	----------

7	AMD ATHELON 2000+ KRYPTON MB 256 MB RAM - 40 GB HDD - 1.44 FDD -KB- MOUSE 17" CRT / WIN XP PRO / KB MOUSE 56 kbps MODEM (INTERNAL)	GAD/LEGAL M(M) (GG) DM(SS)(LEGAL)
---	--	---

S.NO	SYSTEM	DIVISION
8	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	EDIBLE OIL M(M) (GJ)

9	HP PIV/2.8 DUAL CORE/ 160 GB / 512 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE (Removed 256 MB ram added to F&A Salary)	ACCOUNTS1 DGM (TAS) / DM (A)
---	---	------------------------------------

10	HP PIV/2.8 DUAL CORE/ 160 GB / 760 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE (Added 256 MB ram from F&A Cash + 256 MB RAM FROM BM CELL)	ACCOUNTS2 CM(TAS) /AM (SM)
----	---	----------------------------------

11	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	MSD/PULSES2 AM(M)(RLN) CM(SNK)(LSR)
----	--	---

12	HP PIV/2.8 DUAL CORE/ 160 GB / 256 MB RAM / 1.44 FDD/ DVD COMBO 17" CRT / WIN XP PRO / KB MOUSE	ACD / ADBLUE M(M)(RR) AM(M)(SM) (DP)
----	--	---

13	INTEL P.IV - 1.9 GHZ- MERCURY 845 CS BOARD 1.44 FDD, 40 GB HDD, 128 MB RAM 52 X CD ROM 14" COLOR MONITOR (Added 128 MB RAM- from F&A) (Replaced: New ATX Cab+KB+M) (Added 10/100 LAN CARD)	PULSES CM (M) (SNK) AM(M)FX
----	--	-----------------------------------

Schedule for Printers-Switch (ACE)

HP 4168 COLOR-JET PRINTER	1 No
132 COL 24 PIN DOT MATRIX WIPRO LQ DSI 5235	2 Nos

HP LASERJET 1022	8 Nos
------------------	-------

Scanjet HP Office Jet5610	2 Nos
---------------------------	-------

8 PORT SWITCH (ACE) (Connected to Airtel)	1 No.
16 PORT SWITCH -CONNECTED TO OTHERS	1 No.
8 PORT D LINK FAST ETHERNET DT SWITCH	1 No.
8 PORT D LINK FAST ETHERNET DT SWITCH	1 No.