



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office: Bangalore – 560 024

Fax : 080-23410328

Ph. No : 080-23415816

Web site: www.indiaseeds.com

No: NSC-BNG/IT/Comp. Maint./2011-12

Dated: _____

Sub: Tender Documents for AMC of Computers and Accessories.

Ref: Tender Notice Published in **"Vijaya Karnataka"** on

Dated: 25.06.2011

With reference to the reference cited above the Tender documents i.e. 1) Terms and Conditions Annexure "A". 2) Quotation for AMC Annexure-B are enclosed herewith. The Tender forms will be received from experienced computer repairing and maintenance party up to 3.00 pm on 11-07-2011 and the same will be opened at 3.30 pm on the same day at NSC Regional Office, Bangalore. On award of the AMC work an amount of Rs. 10,000/- towards the Security Deposit may be paid and an agreement on non-judicial stamp paper of Rs. 100/- may be executed.

Yours faithfully,

Sd/-

Regional Manager

Encl: A/A

From

To
The Regional Manager
National Seeds Corporation Ltd
UAS Campus, Hebbal
BANGALORE-560 024.

Sir,

Sub: Tenders for the "**Annual Maintenance Contract**" of Computer and its Accessories.

Ref: Tender Notice Published in the "**VIJAYA KARNATAKA**" on dt: 25.06.2011 and NSC website i.e. www.indiaseeds.com

This has reference to the above subject we are placed to offer the rates as details mentioned below for one year AMC (Aug-2011 to July-2012).

Sl. No.	Description	Total Availability at NSC Bangalore	Service charges in ` per No.
1.	Computers (Monitor, CPU, Key Board, Mouse)	13	
2.	Printers		
	A. Dot Matrix	03	
	B. HP LaserJet	03	
	C. HP DeskJet	01	
	D. RICOH Aficio SP 1100s (3-in-1 i.e. print-scan-copy)	01	
3.	UPS	11	
4.	Scanner	01	
5.	Laptop	01	
6.	Fax Machine	01	

P. s. cost of mechainry parts will paid by NSC.

A. Cheque bearing No: _____ dated _____ for Rs. 10,000/- towards EMD is enclosed herewith

Signature of the Party
Address (with Stamp):

Ph/Mob No:
Fax No. :
E-mail id :

(To be submitted in closed envelope)

TERM AND CONDITIONS
OF
COMPREHENSIVE POST WARRANTY MAINTENANCE CONTRACT (AMC)

This agreement is known as Comprehensive Post warranty Maintenance Contract (herewith called CPWMC) made on the _____ between “*National Seeds Corporation Ltd*” UAS Campus, Hebbal, Bangalore (hereinafter called as “NSC”) which expression includes its successors and assigns of the first part and (hereinafter called THE AGENCY) which expression shall include its successors and assigns of the second part.

WHERE THE AGENCY has agreed to provide and NSC has agreed to accept from THE AGENCY, repair and maintenance service for the PC etc, (hereinafter called as EQUIPMENT”) listed in Annexure B hereto as amended from time to time subject to the NSC paying charges mentioned in the said schedule to THE AGENCY on the following term and conditions.

In consideration of the promises it is agreed between the parties as follows:

1. COMMENCEMENT AND TERMS:

The Agreement is effective from the *Aug-2011 to Jul-2012* And shall be for an initial term of one year. It shall automatically stand renewed for further periods of one year on mutual acceptance. NSC will review the service on quarterly basis and the continuation of the Agreement will be subject to satisfactory service and THE AGENCY performing all the covenants contain herein subsequent renewals will take place if notice in writing of intention not to renew this Agreement is given by either party to the other at least three calendar months in advance at the address of the branch office of NSC or that of THE AGENCY mentioned above by registered post subject to the commitment given by THE AGENCY regarding provision of uninterrupted maintenance service for the said EQUIPMENT at the time of purchase.

- 1.1 Upon termination or after expiration of this Agreement each party shall forthwith return to the other all papers material and other properties of the other held by each for the purpose of execution of this Agreement. In addition each party shall assist the other party in the orderly termination of this Agreement on the transfer of all the assets hereof tangible and intangible as may be necessary for the orderly non disputed continuation of business of each party.
- 1.2 Individual items of EQUIPMENT and repair and maintenance service charge for such EQUIPMENT may be added to or withdrawn from maintenance of the Agreement by mutual written consent of both parties. PROVIDED ALWAYS that such consent so not unreasonably withheld. In the event that individual items of EQUIPMENT are added, it may involve additional maintenance charges. In the event that individual items of EQUIPMENT are withdrawn as described herein, then any monies prepaid on such equipment shall be returned to NSC.

2. CHARGES:

- 2.1 The charges payable by NSC to THE AGENCY for the repair and maintenance services are as agreed. The charges agreed herein are from for the entire period of one year. The charges are payable monthly/quarterly mutually agreed.
- 2.2 THE AGENCY shall submit to NSC their invoice(s) for payments due in accordance with this Agreement.

3. REPAIR AND MAINTENANCE SERVICE:

- 3.1 During the term of this Agreement THE AGENCY has to agree to maintain the EQUIPEMENT in good working order and for this purpose will provide the following repair and maintenance service.
- a) THE AGENCY shall correct any faults and failures in the EQUIPMENT shall repair and replace worn or defective parts of the EQUIPMENT during NSC normal local working hours i.e. from 10.00 AM to 5.30 PM on week days (other than Bank holidays and Sundays) in cases where any part of the EQUIPMENT (including disk drive) need replacement. THE AGENCY shall replace such parts by equivalent part and cost of new part will be paid by NSC. If any of the peripherals, components like hard disk, floppy disk and CD drives etc. are not available or difficult to procure or the procurement required is likely to be delayed for replacement, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity equipment at reasonable cost. If THE AGENCY is required to replace consumable being printer ribbons magnetic tape reels, cartridges, cassettes exchangeable disk packs, floppy disks, print heads, at prevailing market rates.
 - b) THE AGENCY has to attend the complaints for repair and maintenance service in response to oral, including telephone notice by NSC.
 - c) The maintenance standard expected is that an machine that is reported to be down by 3.00 PM on a given day should be either fully repaired before 2.00 PM the next day. Also any machine reported down by 5.00 PM should be repaired by 5.30 PM next working day.
 - d) Preventive maintenance THE AGENCY shall conduct preventive maintenance once within the first 15 days of every subsequent quarter.
 - e) If in any one month THE AGENCY does not fulfill the provision of preventive maintenance NSC will not consider the proportionate maintenance charges of that month forthwith to NSC on demand by NSC.
 - f) Qualified maintenance Engineers totally familiar with the equipment shall perform all repair and maintenance service described herein:
 - g) In case of delay in attending the repairing in due time, NSC will be free to obtain service of other party & charges paid to other party will be recovered from the bill of THE AGENCY.
- 3.2 Any worn out or defective parts withdrawn from the equipment and replaced by THE AGENCY shall remain the property of NSC and the parts replacing the withdrawn parts shall also become the property of NSC only.
NSC Will bear cost of the parts and the amount will be reimbursed on producing the bill.
- 3.3 THE AGENCY'S maintenance personal shall subject to clause 7 herein, be given access to the equipment when necessary, for purpose of performing the repair and maintenance service indicated in this Agreement.

3.4 The equipment shall not be shifted to an alternate site and install threat during the currency of this Agreement without prior written notice to THE AGENCY. However if NSC desires to shift the equipment to a new site and install it urgently, THE AGENCY shall be informed of the same immediately. NSC shall bear the charges for such shifting and reinstallation and THE AGENCY shall provide necessary assistance to NSC in doing so. This Agreement, after such shifting and reinstallation would continue to be binding on THE AGENCY and NSC.

3.5 NSC shall arrange to maintain appropriate environment conditions, such as those relating to space, temperature power supply, dust, within the acceptable limits required for the equipment similar to that covered by this Agreement as per NIT.

4. **SECURITY:**

THE AGENCY agrees that it and its personnel will at all time comply with all Security regulation in effect from time to time at NSC's premises and externally for materials belonging to NSC.

5. THE AGENCY acknowledge that all material and information which has or will come into its possession of knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by 3rd parties will be damaging or cause loss to NSC. THE AGENCY, agrees to take appropriate action with respect to its employees to ensure that the obligation non use and on discloser of confidential information under this Agreement can be fully satisfied.

6. **LIABILITY AND INDEMNITIES:**

THE AGENCY represents and warrants that the repair and maintenance service products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity. THE AGENCY agrees that it will, and hereby does indemnity NSC from any claim directly or indirectly resulting from or arising out of any breach of this warranty.

7. **BUSINESS TERMINATION:**

In the event that THE AGENCY shall cease conducting Business in the normal call or windup, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of or become subject to, any proceeding under any act or statute of any country or State relating to insolvency or the protection of rights of creditors then (at the option of NSC notwithstanding 1.1 of the Agreement). This agreement shall terminate and be of no further force and effect and any property of rights of such other party, tangible or intangible, shall forthwith be returned to it, In such an even , agency should forthwith refund the charges in the their hand for the balance period of this Agreement.

8. **TERMINATION OF THIS AGREEMENT:**

This Agreement may be terminated by either party in any of the following circumstances.

- a) Under the provisions of Clause 1.1 of this Agreement.
- b) If NSC does not make payment due to THE AGENCY under this Agreement in terms of clause 2.1 and 2.2 above.

9. **ARBITRATION:**

All disputes and differences of any kind whatever arising out of or in connection with this Agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and the decision of the arbitrators (S) shall be final. Such arbitration to be Government by the provisions of the Indian Arbitration Act.

10. **GENERAL:**

- a) Marginal notes, heading are for guidance only and are not intended to be read or construed as part of this Agreement.
- b) No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representative of both parties.
- c) Each party warrants and guaranteed that it has full power and authority to enter into and perform this Agreement, and the persons signing this Agreement on behalf of each has properly authorized and empowered to enter into this Agreement. Each party further acknowledge that it has read this Agreement, understand it, agrees to be bound it.
- d) Word importing the singular includes the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HEARTO have set and subscribed their respective limits and seal, the day month and year herein above mentioned.

i. SIGNED, SEALED AND DELIVERED

By the NATIONAL SEEDS CORPORATION LTD

By the hands of

ii. SINGED, SEALED AND DELIVERED

By the hands of

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