Sutlej/Corp. IT/AVP/2022-23/

March 22, 2022

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| **TPM Guru Private Limited** D-112, Lower Ground Floor, Panchsheel Enclave New Delhi, Delhi, 110017, India |
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Subject:- **Annual Maintenance Contract cum SLA of our computer hardware for the period from 01.04.2022 to 31.03.2023**

Dear Sir,

This is with reference to AMC proposal submitted by you and subsequent personal discussions held with your self-regarding the AMC of our Hardware for the period from **01.04.2022 to 31.03.2023.** We are pleased to place our order for Annual Maintenance Contract on the following terms and conditions.

1) **SCOPE OF MAINTENANCE**: The scope of maintenance of hardware / software includes our entire installed computers, printers, scanners, operating systems of all models (basic/L1 support). That the maintenance charges of installed hardware/software (Like Oracle Unix/Unify Only basic/L1 support) will be inclusive of all but subject to TDS and GST should be extra as on actual basis, if applicable, for the above mentioned period, and the payment term is quarterly in advance on as agreed subject to TDS. The agreed amount is subject to pro rata period’s deduction if any equipment is replaced or taken out of maintenance by us. Inventory may include/exclude to ± 5%.

2) The above charges are inclusive of all taxes comprehensive maintenance of hardware, installed equipment’s / systems including all parts and even hard disk.

3) The charges do not include consumables like print heads / ribbons, fuser assembly and Teflon Sheet of Laser jet printers. Except of this all parts will be covered under the AMC including encoder strip of DJ Printers, Lamp of Scanner, Plastic parts and gears of Printer, head cable of printer etc**.**

4) Service does not include repair of damage resulting from corrosion, accident, failure of electrical power, air conditioning or humidity control, caused other than ordinary use.

5) You will provide us a good qualified resident engineer with all necessary spare parts and stand by equipment as discussed. However, we will provide lodging (lunch & dinner only) with bachelor accommodation to your Service Engineer. You will ensure minimum 95% hardware uptime the maximum up time of each equipment should be 3 days from receipt of our complaint, failing which, stand by equipment will be provided by you to avoid work loss to our unit, failure to do so entitle our company to claim liquidated damages as we decide ie. Rs. 250/- per PC per day, Rs. 150/- per DMP, Laser or DJ Printer. The above penalty shall not exceed 25% of the AMC cost per year for the affected hardware unit.

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6) You will provide us replacement of defective part first, on arrival of replacement we will send you defective parts or equipment.

7) Your engineer will continue stay here for whole year and in absence of one engineer, you will provide us another engineer so that our work can’t suffer and you shall provide satisfactory services to our machines on usual terms and conditions. In case of no such service in a day, or as repair on failure, the service charges agreed shall proportionately reduce.

8) If you are unable / delay to solve our hardware / software complaints, we may ask the solution from other suppliers & in such case you will compensate the actual charges. Software is only for basic support.

9) Annual maintenance contract will be renewed or withdrawn by one month prior written notice period from both the side. However, for expired period of service, the amount paid shall be refunded forthwith.

10) This contract given you with this understanding, if equipment’s, software and / or AMC prices go down in market, you will consider the downward as per market trends but in any case not charge higher as compare to pay AMC of current period i.e. 01.04.2022 to 31.03.2023.

11) To avoid work loss in break down period, you should provide us a stand by one new core 2 deo Computer set with TFT, One New LaserJet Printer (1022 equivalent or higher) of HP make, 5 Nos. SMPS, 3 Intel G31 MBD (original), 3 HDD (160GB or higher), 2 TFT 18.”, as stand by for above said AMC period. It will be returnable after successful completion of AMC. 10 Keyboard and 10 Mouse of Logitech make will be provided as non-returnable items.

12) In case of parts replacement, you should provide us the same or higher configuration of that component of same make. There would not be any variation in prices, terms and conditions, quality of material compared to our existing peripherals i.e. Each equipment’s maintenance & charge of part etc. be of same supplier i.e. Say for Wipro machine of Wipro and for HCL of HCL and like that. This understanding is the essence of this contract. If any deviation is found at any time, you will compensate us the difference / losses, if any.

HARDWARE DETAILS ARE AS UNDER

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| **Sl. No.** |  | **Item Description** |  | **Quantity** | |
| 1. |  | PC WITHOUT MONITOR |  | 275 | Nos. |
| 2. |  | TFT MONITOR |  | 275 | Nos. |
| 3. |  | DOT MATRIX PRINTER |  | 2 | Nos. |
| 4. |  | A3 SIZE DESKJET PRINTER |  | 2 | Nos. |
|  | 1 | LASER PRINTER BLACK | 70 |  | Nos. |
|  | 2 | LASER PRINTER WITH NETWORK CAPABILITY | 10 |  | Nos. |
|  | 3 | DJ Color Printer L380 | 3 |  | Nos. |
|  | 4 | MULTI FUNCTION DEVICE LASER PRINTER | 19 |  | Nos. |
|  | 5 | LINE MATRIX PRINTER | 1 |  | Nos. |
|  |  | **TOTAL PRINTERES** | **105** | 105 | Nos. |
| 5 |  | PLOTTER |  | 01 | Nos. |
| 6. |  | SCANNER |  | 13 | Nos. |
| 7 |  | HCL / HP /IBM SERVER |  | 05 | Nos. |
| 8 |  | PROJECTOR |  | 03 | Nos. |

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**Jurisdiction**:

This order is subject to Kathua (J&K) jurisdiction only.

**Acceptance of Order**-

This order is being issued in duplicate & you are requested to sign the duplicate copy of the same and return to us as token of your acceptance.

Thanking you,

Yours faithfully,

For **SUTLEJ TEXTILES & INDUSTRIES LIMITED, Received & Accepted**

**Unit – CHENAB TEXTILE MILLS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**