

**MAINTENANCE CONTRACT FOR COMPUTER EQUIPMENT AND
ACCESSORIES
(PC, Notebook, Networking Equipment, Printer, Scanner, etc)**

Between _____ represented by
(hereinafter referred to as the COMPANY)

and _____ represented by
(hereinafter referred to as the CUSTOMER)

1. OBJECT

The COMPANY agrees to provide and the CUSTOMER agrees to accept a Maintenance Service for the Equipment listed by model and serial number on the schedule at page 4 subject to the following terms and conditions.

2. MAINTENANCE SERVICE

The COMPANY shall provide all necessary labour, transport, replacement parts and test Equipment to maintain the Equipment in good operating condition.

The COMPANY's Maintenance Service shall consist of

i. Routine Preventive Maintenance Service

Two regular service per annum to be scheduled in advance over and above any other repair consisting of inspection (including cleaning floppy drive; disk defragmentation; cleaning screen, keyboard and casing), preventive and corrective maintenance and includes all necessary repairs, supply and fitting of new replacement parts. Where replacement parts are fitted, the parts removed become the property of the COMPANY (see exception in the general conditions).

ii. Special Calls Requested by the CUSTOMER

The COMPANY shall from receipt of the problem report arrive at the CUSTOMER's installation site within three (3) working hours. In no cases, the COMPANY's service personnel will attend to the reports of defects later than the next working day.

Should the COMPANY be unable to repair the Equipment within twenty four (24) hours after their arrival, an Equipment of at least the equivalent model should be lent to the CUSTOMER until the repair has been carried out on the CUSTOMER's Equipment. The business hours are Monday to Friday between 8:45 a.m. to 4:00 p.m. on the CUSTOMER's premises (excluding public holidays). The COMPANY should keep the customer informed of the problem report resolution progress.

In the absence of replacement equipment,

(i) a penalty of 0.5% of the annual maintenance charges of the equipment will be applicable per working day of downtime of the equipment. The maximum amount of penalty shall be total aggregate annual maintenance charges of similar equipment in the maintenance schedule.

(ii) the Customer reserves the right to provide records of the non-performance of suppliers in the execution of maintenance contract to the Procurement Policy Office.

(iii) *Relocation of Equipment*

The COMPANY undertakes to relocate the Equipment as and when requested by the CUSTOMER. Transport is to be provided by the CUSTOMER. For relocation of more than two times per year the CUSTOMER will be charged for the COMPANY's Field Engineer time at the rate of Rs 400 per hour. The Equipment so relocated or installed shall continue to be covered by this Agreement.

3. MAINTENANCE PREMIUM

The annual premium in respect of the Agreement is Rs _____
(_____) payable yearly in advance.

4. EXCLUDED from the Service provided by this Agreement are :

(i) Labour and parts necessary to repair damage caused by accident, fire, water, excess voltage and unregulated power supply.

(ii) Consumables as described below:

For Computer	:	Floppy diskettes, Batteries
For Impact Dot Matrix	:	Printer ribbon, Printer head, Paper
For Inkjet printer	:	Ink Cartridge, Paper
For Laser printer	:	Toner, Drum, Paper

5. TERMINATION

The CUSTOMER can send a notice of termination if the COMPANY commits any breach of any of the terms or conditions of this contract. However, if the breach in question is one which can be effectively remedied then the said notice of termination shall not be effective to terminate this contract, unless the COMPANY fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of.

6. GENERAL CONDITIONS

(i) The CUSTOMER shall allow the COMPANY's Field Engineer, after prior notice given in advance, full access to the Equipment at all times as may be necessary for the proper maintenance of the Equipment and shall if required, make available to the COMPANY's Field Engineer a member of his staff who is familiar with the CUSTOMER's software.

(ii) The CUSTOMER can make alterations, modifications, or install attachments to the Equipment only after having officially informed the COMPANY. The COMPANY has the right to send his Field Engineer to check during the installation process and inform the CUSTOMER formally of any risks or problems involved. Only the changes brought about do not form part of the maintenance contract.

(iii) If the hard disk or any medium on which information is stored is to be changed then the old one should remain in the custody of the CUSTOMER.

(iv) The COMPANY agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documentation or specifications which are provided to the COMPANY hereunder, or which are found at the premises. The COMPANY shall ensure that its employees are bound by the same obligation, failing which the COMPANY will be liable to be sued for damages.

(v) The COMPANY's liability to the CUSTOMER resulting from performance of maintenance

service shall be limited to restoring the Equipment covered by this Agreement to good operating condition and shall not extend to loss or corruption of information stored on hard disk, diskette or any other storage media. The COMPANY is liable in cases of gross negligence and/or imprudence by the COMPANY, its agents and employees.

(vi) The COMPANY warrants a maintenance service of at least 5 years following the date of purchase of Equipment and undertakes to have an adequate spare parts coverage for the repair and replacement of items necessary for the efficient functioning of the equipment.

(vii) After the Equipment has been in use for five (5) years, the COMPANY may request an overhaul of the Equipment. Such overhaul shall be subject to the approval of the CUSTOMER at a charge additional to the annual maintenance charge.

(viii) The present contract will begin on the "starting date of contract" and will stop on the "ending date of contract" as mentioned below. This present contract is not renewed by tacit agreement. The contract may be renewed at the option of the CUSTOMER on a written request addressed to the COMPANY not less than six months before the expiry of the present contract. Such renewal will be made on such terms and conditions as negotiated and agreed upon by both the CUSTOMER and the COMPANY.

(ix) The COMPANY shall reserve the right to increase the maintenance premium prior to renewal after consultation with the CUSTOMER. In case of increase of maintenance premium the COMPANY will advise the CUSTOMER one month before the next "starting date of contract".

(x) This contract will be governed by Laws of Mauritius.

Signed in two (2) originals and in good faith at

This _____ day of _____ 20_____

Starting date of Contract : _____ day of _____ 20_____

Ending date of Contract : _____ day of _____ 20_____

The COMPANY : _____

By : _____

Signature : _____ Title : _____

The CUSTOMER : _____

By : _____

Signature : _____ Title : _____

SCHEDULE

