

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



सत्यमेव जयते

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

കേരളം KERALA

Supplementary agreement No. S52/2017-18 to the original agreement no. Gap 2014-15 dt. 1-10-15 594061

MAINTENANCE CONTRACT BETWEEN KSEB LIMITED

AND

ACSTECHNOLOGIES

FOR

MAINTENANCE OF COMPUTER SYSTEMS, NETWORK AND
PERIPHERALS

FOR VARIOUS OFFICES OF KSEB LIMITED

PREAMBLE:-

This contract is made on 17th day of November 2017 between KSEB Limited represented by Smt. Jayakumar K.K. The C.E (SCM) here in after referred to as 'KSEBL' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the one part and M/S ACS TECHNOLOGIES, Tc 15/1931, Near Ganapathy Temple, Vazhuthacaud, Thiruvananthapuram-695014 herein after referred to as 'contractor' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the other part.

WHEREAS:

1. KSEB Limited is desirous of entering into a maintenance contract with M/S ACS TECHNOLOGIES for comprehensive maintenance of the computer systems and peripherals in various offices as listed in Annexure-I & subsequent amendments of P.O No.SCM.47/2014-15/2187 DTD.06.08.2014.

M/S ACS TECHNOLOGIES is desirous of renting such services under terms and conditions as per this contract.

CHIEF ENGINEER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattam
Thiruvananthapuram - 695 004

No. 48153 Rs. 500/-
25/10/17

ACS Technologies

THIRUVANANTHAPURAM
PALAYAM VEDUR
India Institute of Commerce Bldg
University Road, Thiruvananthapuram-34

Principal S.T. PAB
Date 17/6 OCT
No. 48153

CONTRACT:-

M/S ACS TECHNOLOGIES agrees to maintain systems and peripherals as listed in Annexure-I & subsequent amendments of PO No. SCM.47/2014-15/2187 DTD.06.08.2014. in accordance with the provisions laid down in the contract, at charges as given in the contract.

CONTRACT PERIOD:-

For the equipment under maintenance with M/S ACS TECHNOLOGIES, the AMC will be valid for the period (from the date of expiry of warranty of each equipment supplied as per PO No. SCM.47/2014-15/2187 DTD.06.08.2014 To(3 years) and the extended period, if any.

SCOPE AND SERVICES:-

We M/S ACS TECHNOLOGIES agrees to provide the following services under the contract to keep the systems & peripherals in good working order.

- a) Scheduled preventive maintenance (PM) once in three months for all systems and peripherals as detailed in Annexure-V of the P.O no. **SCM.47/2014-15/2187 DTD. 06.08.2014** PM can be clubbed with corrective maintenance. The Service Engineer of Contractor would submit these calls sheets/PM reports to respective KSEB Limited Assistant Engineers in charge of the respective Offices. In case M/S ACS TECHNOLOGIES fails to submit PM reports, penalty clause will apply for systems.
- b) Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new parts or equivalent in performance to existing parts. Whether a defective item or components is to be replaced or repaired shall be at the sole discretion of AMC Contractor M/S ACS TECHNOLOGIES. In the case of replacement of a part which is supplied by KSEB Limited, the defective part removed from the system will become the property of KSEB Limited.
- c) Operating System (OS) and network Support: This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended & rectified by M/S ACS TECHNOLOGIES. All required device drivers will be provided by M/S ACS TECHNOLOGIES. A copy of all device drivers will also be kept by M/S ACS TECHNOLOGIES. For OS up-gradation KSEBL will provide a set of OS upgrade software. The AMC covers network also.
- d) Anti Virus Software (AVS) Support: This contract includes the Anti virus software support on the systems covered under this contract. Any problem related with system Virus will be attended and rectified by the M/S ACS TECHNOLOGIES will update their anti virus software as and when required and also during preventive maintenance of the systems.
- e) Persons deputed for attending fault repairs by M/S ACS TECHNOLOGIES should have sound technical knowledge. If any parts of the computer system and accessories are damaged by the technician of M/S ACS TECHNOLOGIES, the cost

CHIEF ENGINEER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 001



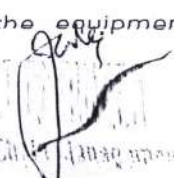
of parts damaged will be recovered from M/S ACS TECHNOLOGIES at the time of releasing AMC payment.

- f) M/S ACS TECHNOLOGIES should store enough spares to avoid the delay in attending fault repairs.

TERMS:-

- 1) The AMC rates mentioned in this contract will be valid for 3 years period(from the date of expiry of warranty of each equipment supplied as per PO.No. SCM.47/2014-15/2187 Dtd.06.08.2014 to 3years)
- 2) System maintenance charges need not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer heads, printer knob, printer bands, floppy diskettes, computer stationery, CDs & UPS batteries.
- 3) New equipment purchased from M/S ACS TECHNOLOGIES will be included in AMC .
- 4) The new upgrade items (Memory, HDD, MM Kit etc.) purchased from M/S ACS TECHNOLOGIES or any other vendor and upgraded into the existing AMC system will be included in AMC.
- 5) For downtime calculation, the day on which the call is closed will not be taken as part of downtime. Also if the User is not able to hand over the system to M/S ACS TECHNOLOGIES Engineer for maintenance purpose, such time will not be considered for the down time penalty.
- 6) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down. The intermittent failures will be considered so by KSEB limited only if the same problem in the same system repeats more than 2 times within 14 days of initial complaint.
- 7) This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- 8) The contractor shall be ready to extend the contract for a further period of not exceeding half year (six months), if required, at the same rates, terms and conditions.
- 9) Breakdowns due to rat cuts need not be included for downtime calculation.
- 10) At each location, KSEB Limited will keep record of machine failure including the nature of failure, date and time of booking the complaint (at concerned office or at mutually agreed location), when the machine as made up and the total down time. This record will be signed by M/S ACS TECHNOLOGIES Service Engineer and KSEB Limited representative. Format for keeping this record will be as per the Annexure-VI of the Purchase Order No.SCM.47/2014-15/2187.Dtd.06.08.2014

For any complaints regarding the system, penalty etc. the authority to take final decision during dispute is Chief Engineer (SCM), Vidyuthi Bhavanam. In such cases, the Head of Office shall produce the System Maintenance Register in original with Signature of suppliers Service Engineer and the KSEB Engineer/ Officer authorized by Head of Office to sign on behalf of KSEB Limited. The authorization shall be recorded on the 5th page of the register with date Name & Designation and signature of head of office. The entry in the register shall start from Page No.6. The-Register must have minimum 90 pages. The register must be opened on the date of commissioning of the systems. Technical details of the equipments with Purchase Order Number shall be


Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Ponnur
Thiruvananthapuram - 695 001



- peripherals. During the period of contract, KSEB Limited will be responsible for the maintenance of the equipment for operational activities only and will not repair/maintain any equipment.
- 12) The equipment will be handed over back to KSEB Limited after the AMC period in good working condition.
 - 13) If any new hardware will brought into maintenance, it will be inspected by M/S ACS TECHNOLOGIES and its maintenance will be taken up after acceptance of the same. In case KSEB Limited decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to KSEB Ltd
 - 14) To monitor the maintenance activity and to discuss other related matters, periodical meetings between KSEB Limited and M/S ACS TECHNOLOGIES will be conducted with prior notice from either side. The recommendations of the meetings conducted between M/S ACS TECHNOLOGIES and MIS Wing of KSEB Limited shall be forwarded to the Chief Engineer (SCM) for verification and necessary approval after discussion with M/S ACS TECHNOLOGIES
 - 15) Any damage to the system when the system gets burnt due to site problem would not be covered under this contract and it will be discussed mutually on case-to-case basis.
 - 16) This contract does not cover any Database or User applications related problems. For OS support a set of OS will be provided by KSEB Limited.

SERVICE ASSURANCE:-


- (a) Maximum acceptable downtime will be Forty Eight hours (2 working days) (including complaint reporting and attending days) at a time for all the Systems and peripherals installed under this contract.

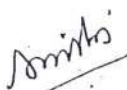
PENALTY:


1) DOWNTIME PENALTY:

- (a) Downtime penalty will be charged for completing the calls after the time allowed viz., 48 hours.
- b) Downtime penalty shall be settled every year failing which the amount due to the Board is liable to be realized from the Bank Guarantee furnished by the supplier.
- c) Penalty for non performance of Preventive Maintenance will be Rs100/- per week for each item.
The Down Time Penalty will be as under

For Servers	-	Rs100/- per day
For PCs	-	Rs50/- per day
For Printers	-	Rs50/- per day


CHIEF ENGINEER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 004





Downtime penalty shall be settled at the end of the year failing which the amount due to the Board is liable to be realized from the AMC payment or from the Security Deposit furnished by the contractor .

Down time penalty will be charged for the entire down time days - Holidays - 2
For Eg. Reporting of System break down is on 01/08/2014 and complaint rectifying on 11/08/2014.

Total down time	-	11 days
Holidays	-	3
Grace Period	-	2
Total penalty for 6 days.		

2) PREVENTIVE MAINTENANCE (PM) PENALTY:-

Penalty on failure of scheduled PM would be as follows:

In case the supplier fails to submit PM reports, a penalty of Rs100/- per week or part there of will be levied for the period so delayed.

Note:-

- The maximum AMC penalty amount will be limited to 10% of the AMC Contract Value.
- The maximum penalty for a particular equipment shall not exceed the AMC value of the equipment.
- For OS & AVS support - System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged.
- Whenever the system and printers cannot be repaired on site within the specified limits, the vendor will have the option to provide an alternate equipment of matching specification. But in case of computer system, the original CPU will be restored if not defective. Failing to these replacements, penalty clause will apply.

AMC CHARGES:-

The AMC charges for a period of one year for the various equipment at a flat rate irrespective of location would be as follows:

(Check with PO)

Sl. No.	Item Specification	Make	Rate Annual (Rs)
1.	Computer to function as server(PCI)	Acer	2800.00
2.	Computer to function as client(PCII)	Acer	2490.00
3.	136 column high speed dot matrix printer	Epson	1779.99
4.	80 column medium speed dot matrix printer	Epson	934.50
5.	Network Laser printer(A4 size)	HP	1465.09
6.	Laser printer(A4 size)	HP	876.65
7.	Mobile printer & Battery kit	HP	1490.74
8.	8 Port Switch	Netgear	158.00

Taxes will be extra as applicable at the time of billing.

CHIEF FINANCER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 004

Amith

PAYMENT TERMS:-

The implementation of AMC is de-centralized. The payment will be released yearly. The supplier will submit yearly bill along with the downtime statement within one week of completion of the year to the paying authority along with certified monthly downtime statements of the custodian officers. The ARU will reconcile this, pass and forward this bills to the Office of the Chief Engineer (SCM), Vidyuthi Bhavanam, Pattom, Thiruvananthapuram to release the payment. In case penalty exceeds AMC amount the excess amount will be adjusted in the next year bill or the Security Deposit.

Payment will be made as per the actual quantity of work. Bill for payment will be addressed in triplicate to the Paying Authority, KSEB Limited and submitted to the Consignee. The payment will be released by the Paying Authority, KSEB Limited.

If the supplier fails to execute the AMC agreement on request from KSEB Limited and fails to carry out AMC works after expiry of the warranty period, the AMC will be re-tendered/ arranged through other agencies at the risk and cost of the supplier and their Security Deposit will be forfeited.

The purchaser has the right to terminate the AMC at any time after giving one months notice and in case of such termination, the supplier shall not be entitled to claim any compensation.

CALL REGISTRATION AND COMPLETION:-

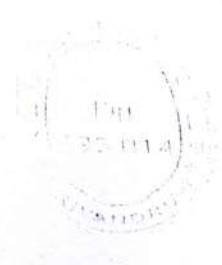
All the maintenance calls will be logged using the System Maintenance Register mentioned in Annexure- VI of the P.O No. **SCM.47/2014-15/2187** Dtd.06.08.2014. Also, they may be registered with the nearest Contractor's Office. The Contractor shall acknowledge each call with a unique Call no: which is to be used for reference in future. A call slip may be made for each call. The Call slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in hours, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by the Assistant Engineer or by a nominee. The Contractors Service Engineer shall prepare the call service slips in duplicate. These will be signed by KSEB & the Contractor's Service Engineer. One copy will be given to the user and one copy will be retained by the Contractor. No other documents will be used to workout downtime for penalty calculation. The entries in the System Maintenance Register may also be completed based on the entries of the Call Sheet after closing the call.

Toll Free Numbers/ E-mail IDs for booking of Complaint are as given below:

Item	Brand	Toll Free	E-mail
Desktop	ACER	18001033311	Acer.cc@intarvo.com
Printers	HP	1800112267	HP Chat Support
Printers	EPSON	18004250011	
Network Switch	Netgear	9946105740	Support@acstech.in

REVISION OF MAINTENANCE CHARGES:-

Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum to this contract.


Mishra
July
Approved by the Government of Kerala
Department of Information Technology
Thiruvananthapuram
Date: 20/08/2014
N

FORCE MAJEURE:-

M/S ACS TECHNOLOGIES shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond its reasonable control. If M/S ACS TECHNOLOGIES is prevented from performing its function under the instrument for a period longer than six months, M/S ACS TECHNOLOGIES liability ceases under this contract. Then both the parties shall discuss the course of action to be taken afterwards.

CHANGE OF OWNERSHIP:-

The obligation of the contractor /company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall have the obligation to perform the contract.

GENERAL PROVISIONS:-

This agreement shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

The Courts situated at the place where the headquarters of the KSEB Ltd is situated, viz., Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal proceedings pertaining to this contract.

In witness where of the parties hereto have hereunto set their hands the day and year first above written.

Signed sealed and delivered by Smt. Jayakumari. K.K.

..... the Chief Engineer (SCM), acting for and on behalf of the Kerala State Electricity Board Ltd.

In the presence of:

Witness:

1) K.R. Santhi.
Sr. Superintendent Santhi

CHIEF ENGINEER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 015

2) Jyothi. M.D
Asst. Engineer Jyothi

Signed sealed and delivered by

Anishia

Anishia. L

Proprietor, ACS Technologies, Vazhuthacaud, TVM

In the presence of Witness (Full name&address with signature):-

1) Vishnu. P
Rank 3E Rejosee, Kollamangal P.O
T.V.M - 695015

Vishnu

Anishia

2) Sumanth
Krishna Nivar, Sreevaraham

Sumanth