



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated Under the Companies Act, 1956 (No.1/1956)

Corporate Identity No.U40100KL2011SGCO27424

Corporate Office (Supply Chain Management)

Vydyuthi Bhavanam, Pattom, Thiruvananthapuram- 695004, India,

Ph:+91-471-2446853,Fax:+91-471-2447246,

E-mail: cescm@kseb.in

AMENDMENT No.1

From

The Deputy Chief Engineer (SCM) I/C

To

M/s.ACS Technologies,
TC 15/931 Ganapathy Temple
Bakery-Vazuthacaud Road,
Trivandrum-695 014

Sirs,

P.O.No. & Date	SCM .57/2018-19/2585 dated 30/06/2018
Amendment No. and Date	No.1 dated 04/07/2018
P.O. type	New supply

Sub:- Purchase Order for Supply, Installation, Testing, Commissioning and Maintenance of computer Systems and accessories(warranty for three years and continued AMC for the next three years)at various offices of KSEB Limited on rate contract basis for one year - reg.

Ref:-

- 1) This office P.O No. SCM.57/2018-19/2585 dated 30/06/2018
- 2) e-tender No.KSEB/SCM/eP/78/2017-18 dated 16/03/2018

Please refer to the above. The following corrections may be incorporated in purchase order cited under reference 1.

1) Security Deposit (Special Instruction , Clause -3):

The 5% Security deposit will be released to the firm only after successful completion of the contract period (viz 6 years) after producing Non Liability Certificate.

2) Performance Guarantee (Special Instructions -Clause No.6 B (I)):

(I) Payment for AMC: The payment will be released quarterly. The supplier will submit quarterly bill along with the downtime statement within one week of completion of the three months to the consignee.

3) Payment terms (Special Instruction - Clause No:10):

10) Payment:-


(a) 95% of the Ex works price of the material supplied in good working condition with taxes and duties (Full) freight and insurance (in full) will be made from KSEB Limited's funds after installation, testing and commissioning of the items as indicated in the order as per delivery schedule, in sound condition.

Balance 5% will be paid after completion of the contract period (i.e.6years). On production of Bank Guarantee equivalent to 5% of the total Purchase value, from a Nationalised Bank or Scheduled Bank except Indus Ind Bank, in the prescribed form with a validity period of 6 years and 6 months after the successful installation of all the items, the 5% amount will be released.

All other terms and conditions of the original purchase order remain unchanged.

Copy of this amendment order attached shall be returned duly attested with seal and signature to incorporate with the agreement.

Yours faithfully,


Deputy Chief Engineer (SCM)(in charge)

Copy to:-

- 1) All Chief Engineers,KSEB Limited
- 2) The chief Vigilance officer,Vigilance Wing,KSEB limited,Thiruvananthapuram
- 3) The secretary(Administration),Vydhuthi Bhavanam,Thiruvananthapuram
- 4) The Financial Adviser,KSEB Limited,Thiruvanthapuram
- 5) The Accountant General,Kerala,Thiruvananthapuram
- 6) The Main Income Tax Officer,Thiruvanthapuram
- 7) The sales Tax officer,Perrorkada,Thiruvanthapuram
- 8) The legal Adviser and Disciplinary Enquiry officer,Kseb ltd
- 9) TA to chairman & Managing Director,KSEB limited
- 10) TA to Director(SCM,Generation(Electrical),CP and safety)
- 11) All Deputy Chief Engineers,KSEB limited.
- 12) TA to Director(Distribution &IT)
- 13) TA to Director(Transmission and System Operation)
- 14) PA to Director (finance)
- 15) The Special Officer (Revenue),KSEB limited,Vydhuthi Bhavanam
- 16) The Executive Engineer, computerization Unit, Thiruvananthapuram, Kochi & Kozhikode
- 17) TA to Chief Engineer(SCM)
- 18) The ARUs and Consignees
- 19) The Assistant Finance officer(SCM)



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Ph:+91-471-2446853,Fax:+91-471-2447246,
E-mail: cescm@kseb.in



PURCHASE ORDER

From

The Deputy Chief Engineer(SCM) I/C

To

M/s.ACS Technologies,
TC 15/1931, Near Ganapathy Temple,
Bakery-Vazuthacaud Road,
Trivandrum-695 014

Dear Sirs,

P.O.No.	SCM.57/2018-19/...
Date	30/06/2018
P.O. type	Supply- New
Reference file	XM-AEE2/SCM/2017-18/ Computer &Accessories
Purchase Value	Rs.16,04,800/-
AMC Value	Rs.53,100/-
Performance Security	Rs.1,60,500 /-
Price	Fixed

Sub:- Supply, Installation, Testing, Commissioning and Maintenance of Computer Systems and accessories (warranty for three years and continued AMC for the next three years) at various offices of KSEB Limited on rate contract basis for one year – Reg.

- Ref:-
- 1) This office e-Tender No.KSEB/SCM/ep/78/2017-18.
 - 2) Your Offer for the subject tender.
 - 3) Your Letter dated 30/05/2018.
 - 4) Minutes of Purchase Sub Committee meeting held on 19/06/2018 (Agenda Item No. 14/2018-19)

Your offer for supply, installation, testing, commissioning and maintenance of the materials as per the schedule attached is accepted. Please effect the supply according to the instructions given in this order.

Please return the duplicate copy of this purchase order duly signed and seal affixed on all pages as token of acceptance for incorporation in the contract agreement.

Yours faithfully,

Deputy Chief Engineer (SCM)(in Charge)

Acc:-

- 1) Price Schedule – I & II
- 2) Special Instructions
- 3) Guaranteed Technical Particulars
- 4) List of Consignee – Annexure – I
- 5) Form of Agreement – Annexure – II
- 6) Form of Security Deposit – Annexure – III
- 7) Form of Performance Security (Bank Guarantee) – Annexure -IV
- 8) Form of Preventive Maintenance of Computer Systems/ Peripherals – Annexure – V
- 9) Form of System Maintenance Register – Annexure – VI
- 10) Form of Annual Maintenance Contract (AMC) Agreement – Annexure-VII.

Copy to:-

- 1) All Chief Engineers, KSEB Limited
- 2) The Chief Vigilance Officer, Vigilance Wing, KSEB Limited, Thiruvananthapuram.
- 3) The Secretary (Administration), Vidyuthi Bhavanam, Thiruvananthapuram.
- 4) The Financial Adviser, KSEB Limited, Thiruvananthapuram.
- 5) The Accountant General, Kerala, Thiruvananthapuram.
- 6) The Main Income Tax Officer, Thiruvananthapuram.
- 7) The Sale tax officer, Perroorkada, Thiruvananthapuram
- 8) The Legal Adviser and Disciplinary Enquiry Officer, KSEB Limited.
- 9) TA to Chairman & Managing Director, KSEB Limited.
- 10) TA to Director (SCM, Generation(Electrical),CP and Safety)
- 11) All Deputy Chief Engineers, KSEB Limited.
- 12) TA to Director (Distribution & IT)
- 13) TA to Director (Transmission & System Operation)
- 14) PA to Director (Finance)
- 15) The Executive Engineer, Computerization Unit, IT, Thiruvananthapuram, Kochi & Kozhikode.
- 16) TA to Chief Engineer (SCM)
- 17) The ARUS & Consignees.
- 18) The Assistant Finance Officer(SCM)

SCHEDULE- I

Schedule of Price and List of Materials Accepted to be Supplied with 3 year Warranty

Sl. No	Item Description	Make	Qty. (Nos.)	Basic Rate (Rs.)	GST@18% (Rs.)	Freight charges (Rs.)	Insurance (Rs.)	Other taxes if any	Unit all inclusive rate (Rs.)	All inclusive total amount (Rs.)
1	Computer system(PC-I)	Acer	50	27,200	4896.00	NIL	NIL	NIL	32,096.00	16,04,800.00
	Price schedule Grand Total								32,096.00	16,04,800.00
	Total Amount in words	Rupees Sixteen Lakh Four Thousand and Eight Hundred Only								

Note:- The Prices noted above are FIRM.

Schedule-II Annual Maintenance Contract

Sl. No	Item Description	Make	Qty. (Nos.)	Rate Annual (Rs)	GST@18% (Rs)	Other taxes if any (Rs)	Unit all inclusive rate for one year (Rs)	Amount For three years/unit (Rs)	Amount for three years for total quantity (Rs)
1.	Computer system (PC-I)	Acer	50	300.00	54	NIL	354.00	1,062.00	53,100.00
	AMC Grand Total							1,062.00	53,100.00

Total amount for AMC for 3 years in words: Rupees Fifty Three Thousand Only.


Deputy Chief Engineer (SCM) (in charge)

30/6

SPECIAL INSTRUCTIONS

- 1) Scope:-** Scope of the order shall include Supply, Installation, Testing, Commissioning and Maintenance of all components and materials as detailed in the Technical particulars including warranty for three years and continued Annual Maintenance Contract for the next three years on rate contract basis for one year. The price schedule list and list of materials given in schedule-I. Annual Maintenance Contract (AMC) for three years after the expiry of three year warranty period is given in Schedule-II.

The firm shall supply the items at rate contract basis for one year as detailed in clause 36 of this Purchase Order. Subsequent purchase, if any, will be arranged by the Chief Engineers concerned at 'rate contract' rate (i.e., this Purchase Order & AMC rate) on need basis, within a period of one year from the date of execution of contract agreement. Execution of supplementary agreement, Security Deposit, Performance Security, AMC agreement etc for the Subsequent purchase on rate contract basis shall be arranged and processed at the office of the Chief Engineers concerned from where the subsequent purchase order is issued. The supply and installation may be carried out under the supervision of System Supervisor of each district as per the direction of ARJ heads.

All accessories necessary for Commissioning, Operation and Maintenance of the Computer System in the various offices (except Furniture and KSEB Mains power supply at a distance of below 1m from the location of installation) are also deemed to be included in the scope of supply without any additional cost to the KSEB Limited. License fee, if any, for the software other than those mentioned in the tender which may be required to operate the equipments shall be to the Supplier's account along with installation charge, if any. **Installation of OS will be the responsibility of the contractor.** The supplier shall provide the AMC at the quoted rate for 3 years continuously after the expiry of the 3 year warranty period.

- 2) Contract Agreement:-** A Contract Agreement as in Annexure-(II) should be executed by you within 14 days of receipt of this order in the prescribed form in Kerala stamp paper worth Rs.500/- along with security deposit as referred below. Payments on account of supplies against this order is liable to be with held until it is executed.

- 3) Security Deposit:-** An amount of Rs.80,300/- (Rupees Eighty Thousand and Three Hundred only) has to be deposited as security deposit. This may be in the form of Demand draft favouring Chief Engineer (SCM), KSEB Limited payable at Thiruvananthapuram or Bank Guarantee from a Nationalised/ Scheduled Bank other than Indus Ind Bank in the prescribed form (Annexure-III) with a validity period of six years and six months from the date of purchase order. The 5% security deposit will be released to the firm immediately after satisfactory completion of supply/work, provided the firm furnishes 10% Performance Bank Guarantee. The total amount to be retained after satisfactory completion of supply/work will be limited to 10% of the amount of contract either in the form of Bank Guarantee or Demand Draft in favour of the Chief Engineer (SCM).

- 4) Firmness of Rates:-** The price noted above are Firm. Statutory Variation, if any, in taxes and duties due to policy change of Government during the scheduled delivery period will be to the KSEB's Limited account.

- 5) Technical Specification:-** Specification of items to be supplied, installed and commissioned at the various sites are as give below:

Specifications of Computer system - PC-I

Computer system - PC-I	50Nos.
Processor – Latest generation 64 bit x 86 Processor 4 cores supporting min. of 4 threads with 3.4 Ghz, 6MB cache /smart cache or higher.	
With average maximum TDP (Thermal Design Power) output not more than 65W	
Chipset: Latest generation Compatible Chipset of the same OEM make of Processor	
Mother Board supporting above processor and 64-bit operation (manufactured by Intel or OEM Mother Board)	
8 GB DDR4 RAM or higher(2133MHz or higher)	

1TB SATA 6Gbps Hard disk drive @ 7200rpm	
Gigabit Ethernet integrated	
Integrated display and sound adapter	
USB Optical Scroll Mouse (with mouse pad)	
Power Supply-Energy Saving Power Supply with Energy Star qualified. Power Supply SMPS Surge protected.	
USB 104 keys keyboard	
6 USB ports (with front USB support)	
PCI slot/2XPCIe Slot & 1XPCIeX16 Slot	
18/19" Wide LED/LCD Monitor TCO Certified	
Micro ATX cabinet, Tower model	
PXE & USB Booting facility	
USB Ports Enable/Disable control (BIOS level), BIOS Password protection	
ROHS, Energy Star Complied, EPEAT Gold certification will be given preference.	
OS: Latest stable release of Ubuntu Linux LTS	
3 years onsite warranty + 3 years continued AMC	

6)

Performance Guarantee:- Performance Guarantee for the contract will be 10% of the order value (Rs.1,60,500/- (Rupees One Lakh Sixty Thousand and Five Hundred only) and should be submitted on completion of the installation of the systems. The performance guarantee can be in the form of DD or Bank Guarantee in the prescribed form (Annexure-IV) valid for the entire period of contract viz., six years and for a grace period of six months after the successful installation of all the systems. The 10% Performance Security Deposit amount will be released only after the successful completion of the contract period after Non Liability Certificates are received from all consignees.

i) The offer was inclusive of a comprehensive onsite warranty for the 3 (three) years and subsequent three year Annual Maintenance Contract (AMC) period for all the items from the date of commissioning. The supplier shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below during the above period.

ii) **Scope and Services Covered under performance Guarantee and AMC:-** The supplier shall provide the following services under the performance guarantee and AMC to keep the systems and peripherals in good working order

a) Un scheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the supplier.

b) **Operating System (OS) Support:-** The supply is comprehensive inclusive of OS support on all the systems supplied and installed 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 (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers.

c) Scheduled preventive maintenance (PM) shall be carried out **once in Four Months** for all **systems** and **peripherals** as detailed in **Annexure-V**. The supplier should submit the call sheets/ PM reports as in **Annexure-V** to respective Engineers. In case the supplier fails to submit PM reports, a penalty prescribed in clause-iv(c) below will be levied for the period so delayed. Preventive maintenance can be clubbed with corrective maintenance.

iii)

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.

- (b) The supplier shall also ensure an availability of 95% for all the computer systems & accessories on a yearly basis. This means that all the computer systems and accessories covered under this performance guarantee clause shall be in operating condition at least for 95% of the normal working hours. The normal working hours/day shall be taken as 8 hours.

iv) **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 KSEBLtd is liable to be realized from the Bank Guarantee furnished by the supplier.
- C) Penalty for non performance of Preventive Maintenance will be Rs.100/- per week for each item.
The Down Time Penalty will be as under
For Servers(PC-I) - Rs.100/- per day

- D) The maximum downtime penalty charged on a particular item in each year shall not exceed 25% of the cost of that item.

Down time penalty will be charged for the entire down time days – Holidays-2

For Eg. Reporting of System break down is on 01/07/2018 and complaint rectifying on 11/07/2018.

Total down time	-	11 days
Holidays	-	2
Grace Period	-	2
Total penalty for 7 days.		

v) **Terms of Performance Guarantee and Annual Maintenance Contract (AMC):-**

- a. The new upgrade items (Memory, HDD, MM Kit etc.) or other hardware purchased from the supplier or any other vendor and integrated into the existing warranty system, will be included in the AMC with the supplier as soon as the warranty of the purchased item expires. This will be done through an Addendum to this contract signed by KSEB and the supplier. The new hardware may be inspected by the contractor if it is procured from other sources. In case KSEB decides to withdraw any equipment from contract during the warranty / AMC period, the same will be taken out of this contract with written information to the supplier.
- b. If the User is not able to hand over the system to the supplier's engineer for maintenance purpose, such time will not be considered for the down time penalty.
- c. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- d. The supplier is not liable for problems arising out of break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- e. At each location, KSEB Limited will keep a **System Maintenance Register** which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record will be signed by the supplier's Service Engineer and KSEB Engineer. Format for keeping this record will be as per the **Annexure-VI**. It is the responsibility of the head of the office to maintain such a register.

For any complaints regarding the system, penalty etc. the authority to take final decision during dispute is Chief Engineer (SCM), Vyduthi 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 Limited Engineer/ Officer authorized by Head of Office to sign on behalf of KSEB Limited. The authorisation 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 recorded on **page 4 & 5**. If the head of office fails to produce the register to Chief Engineer (SCM), the head of Office will be responsible for the liabilities.

- f. Call Registration And Completion:- All the maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest supplier's office. The supplier shall acknowledge each call with a unique Call number, which is to be used for reference in future. A call service slip may be made for each call. The Call service 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 days/hrs, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by an Assistant Engineer or by a nominee. The supplier shall prepare the call service slips in duplicate. These will be signed by KSEBL Engineer & the supplier. One copy will be given to the user and one copy will be retained by the supplier. 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 service slip after closing the call.

A provision of a common telephone number with a minimum of 5 lines is to be provided by the supplier for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received should be registered in a portal which can be accessed by KSEB Limited with facility to generate reports of down time of all complaints. The details of closing a call will be entered by the supplier. These entries shall be based on the call service slip signed by the KSEB engineer of the section office and the service engineer of the supplier with date and time.

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

A) ACS Technologies – Customer Support Group - Service Support Details.

Service Centre to Contact for Support	Contact Person	Contact Details
ACS Technologies, TC 15/1931, Near Ganapathy temple, Bakery Jn- Vazuthacaud Road, Thiruvananthapuram, Kerala- 695014	1) Renchu Prasad 2) Vishnu Parameswaran 3) Chandrakanth.P.T	Ph: 0471-2324133 Mob. No.9846794000 Mob. No.9946105742 Mob. No.9349494102
ACS Technologies, Ernakulam Branch, House No.9, opp. Corporation office, Edapally, Ernakulam- 682024	4) Anil Kumar, Branch Manager	Mob. No.9946105753
ACS Technologies, JM Building, Anamika Street, Civil Station, Kozhikode- 673020	5) SunilAG, Branch manager	Mob. No.9946447247

B) OEM Details:

Item	Brand	Toll Free No.	E-mail ID
Desktop/ server	ACER	1800116677	acersupport@southerlandglobal.com

- g. KSEB Limited personnel will be responsible for operating the systems and peripherals. During the period of warranty and AMC, KSEB Limited will restrict to operational activities only and will not repair any equipment. The contract does not cover any Database or User application related problem.

- h. Whenever the system and peripherals cannot be repaired on site within the specified time limits, the vendor will have to provide an alternate equipment of matching specification of the equipment supplied under the contract. This shall be replaced within the period of **maximum 30 days** with the same equipment after repair or with an equipment of same or better model of the equipment supplied under the contract. All such replaced equipments will also come under the clauses of the existing Performance Guarantee.

i. **Force Majeure:-** The supplier 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 his reasonable control. If the supplier is prevented from performing its function under the instrument for a period longer than six months, the supplier's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.

j. **Annual Maintenance Contract (AMC):** All the systems purchased from the supplier will be included in three years AMC as soon as three years warranty expires. Rates (annual) for the AMC for three years after the expiry of warranty period is shown in Schedule-II. This will be considered as a part of the Purchase Order. The annual maintenance contract agreement is to be executed centrally by the Chief Engineer (SCM). Payments on account of AMC against this order is liable to be with held until it is executed. The format for the AMC Agreement is given in Annexure – VII. The implementation of AMC is decentralized.

k. The Annual Maintenance Contract will be comprehensive and cover the cost of all the spare parts required for replacement/repair the computer system except printer heads and consumable items like printer ribbons /Cartridge etc. The AMC shall be on regular basis to ensure the minimum down time of the system.

l. **Payment for AMC:** 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 consignees. The bills along with certified monthly downtime statements of the custodian officers shall be forwarded by the consignees to the ARUs. The ARU will reconcile this, pass and release the payment. In case penalty exceeds AMC amount the excess amount will be adjusted in the next year bill or the Security Deposit.

m. 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.

n. **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.**

o. The maximum AMC penalty amount will be limited to 10% of the AMC Contract Value.

p. The maximum penalty for a particular equipment shall not exceed the AMC value of the equipment.

7) **Delivery, Installation and Commissioning:-** Each item to be supplied shall be numbered serially and the delivery plan and details shall be intimated to the office of the Chief Engineer (SCM) Thiruvananthapuram well in advance. The materials shall be delivered after getting despatch clearance from this office. The equipments are to be delivered and installed within the stipulated time at the premises of the consignees as per list attached. Advance intimation should be given to the consignee before delivery. The contractor shall be liable to complete all deliveries, installation and commissioning of the item supplied within the stipulated period from the date of detailed purchase order.

8) **Delivery Period:-** The materials shall be supplied, installed and commissioned as per the conditions of the contract. The detailed list of sections to be covered is as per list shown in Annexure-I. The supply, installation and commissioning of all the equipments shall commence and completed within **60 days** from the date of the Purchase Order. **The supply and installation of each equipment shall be carried out under the supervision of System Administrator of each district under the direction of ARU Heads**

ITEM	Delivery Schedule (include supply, installation & commissioning)	Quantity
PC-I(Annexure-I)	Within 60 days from the date of PO.	50
Total		50

9) **Liquidated Damages / Penalty:-**

- a) In case the supplier could not perform the supply and installation within the specified delivery period liquidated damages will be charged @ 1% per month of balance contract to be performed subject to a maximum of 10%. But where the actual damages is proved as exceeding this amount the contractor is liable to pay such damages instead of the said 1% or 10% as stipulated above. In case the contract is not completely and satisfactorily performed KSEB Limited has the right to terminate the contract at the risk and cost of the Contractor and forfeit the security deposit. For calculation of penalty, delay of 15 days and above will be counted as 1 month. The value of material will be taken as all inclusive rate less taxes and duties. Penalty is applicable for belated replacement of materials rejected also.
- b) If the rejected materials are not lifted from the site within 15 days of receipt of the intimation of rejection by the consignee, the supplier/ contractor shall be liable to pay ground rent @0.1% of the above value of rejected materials for every day of delay. The maximum ground rent will be 10% of the actual value of rejected items.

10)

Payment:- 90% of the Ex works price of the material supplied in good working condition with taxes and duties (Full) freight and insurance (in full) will be paid through KSEB Limited's fund in due course by RTGS by the ARU of Concerned Consignees after installation, testing and commissioning of the items as indicated in the order as per delivery schedule, in sound condition. Invoices in triplicate are to be raised in the name of the consignees concerned after completion of successful supply and installation. The bills shall be passed and payment shall be effected by the ARU heads. Balance 10% will be paid after completion of the guarantee period. On production of Bank Guarantee equivalent to 10% of the total contract value from a Nationalised or Scheduled Bank except Indus Ind Bank, in the prescribed form with a validity period of 6 years and 6 months, the 10% amount will be released. Clause-15 of the General Conditions of Contract stand amended to this extent. Bank charges, if any, incurred in connection with effecting payments will be to the suppliers account. KSEB Limited has all liberty to change the type of payment depending on the prevailing condition. The payment of taxes & duties will be made only on production of an undertaking in Rs.500/- Stamp Paper by the supplier/ contractor that all taxes and duties payable to Central/State Government Departments/ Agencies due to this supply/contract have been paid by him and if any claim is received in future from any Central/State Department/Agencies under existing laws regarding this supply/contract, the supplier/contractor shall be liable to pay the same.

Payment for AMC after the warranty period will be made yearly on satisfactory completion of each year of AMC. Payment for subsequent orders issued on rate contract basis shall be arranged from the office of the Chief Engineers concerned.

All incidental expenses incurred by the KSEB Limited for making payments outside the District in which the claim arises shall be borne by the contractor.

The supplier will invariably furnish the following certificate with their bills for payment.

"Certified that the goods on which GST(Goods&Service Tax)has been charged have not been exempted under the central GST Act or Integrated GST act or the State GST act or the rules made there under there and the charges on account of GST on these goods are correct under provisions of the relevant Act or the rules made there under. Certified further that we (or our branch or Agent)are registered as dealers in the sale of under GST registration no.....for purpose of GST"

11)

Demonstration:- In order to make the system supervisor familiar with proper operation and handling of the equipments if required the supplier shall arrange to demonstrate/ explain the following during installation of the equipments.

Demonstrating and explaining External parts, Power connection, switches, Ports etc of equipments supplied for general awareness.

Step by step method for checking and accepting the machines and equipments based on the technical specifications.

Identification of malfunctioning or problems of all equipments viz. Computers, Printers, Network Switch, Cabling, UPS and procedure for reporting Start up and Shut down procedure.

Daily upkeep of equipments

Making back up copies on CDs

- Loading paper on all types of Printers supplied
Loading Cartridge on all types of printers supplied
Printer and paper size set up for the specific requirement of the application
Detection of malfunctioning using the PC Health monitoring software supplied
System recovery methods using the recovery software supplied
Configuring RAID and error messages related to RAID
Basic Dos and Dont's regarding the daily upkeep of the equipments supplied.
- 12) Preventive Maintenance:-** Scheduled preventive maintenance (PM) shall be carried out **once in Four Months** for all **systems and peripherals** as detailed in Annexure-V. The supplier should submit the call sheet/ Preventive Maintenance reports as in Annexure-V to respective Engineers. In case the supplier fails to submit PM reports, a penalty prescribed in clause-6(iv) C will be levied for the period so delayed. Preventive maintenance can be clubbed with corrective maintenance.
- 13) Progress Report:-** Fortnightly progress report regarding the supply and Installation of Computer systems & Accessories shall be forwarded to this office regularly.
- 14) System Maintenance Register:-** At each location, KSEB Limited will keep a System Maintenance Register (at mutually agreed location) which is a record of machine failure including nature of failure, date and time of booking the complaint, when the machine was put back into service and the total down time. This record will be signed by the supplier's Service Engineer and KSEB Limited Officer. Format for keeping this record will be as per Annexure VI. Signed copy of this record shall be forwarded by the supplier to the Paying Authority every month.
- 15) Consignee:-** The consignees for the System and accessories are given in Annexure-I. The delivery should be made at the location and installation carried out immediately.
- 16) License:-** The licenses of any software (Linux) required for the operation should be in the name of Kerala State Electricity Board Limited and valid for the entire warranty and AMC period.
- 17) Taxes:-** The percentage of Taxes and Duties as quoted in the Tender is indicated on the Purchase Order clearly. If there is any reduction in the percentage on the rate of Taxes & Duties, the same should be passed on to the KSEB Limited. Any increase in taxes and duties on account of change in policy decisions of Government during the period of contract will be to KSEB Limited's account. But any increase in taxes & duties due to change in turn over etc. of the supplier will be to the supplier's account. The documents relating to the percentage of Taxes & Duties should be presented along with the invoice and will be reimbursed only on production of documentary evidence/ or after providing an undertaking from the supplier stating that "if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the firm shall indemnify the KSEB Limited from such liabilities and the supplier will be made liable for the additions, loss or cost on account of such discrepancies/ dispute".
- Since you have not quoted any Excise duty, future claim on Excise duty even if applicable will not be admitted.**
- 18) Transport and handling:-** The expenses for transporting the items to various locations including loading & unloading charges, handling at the locations etc. will be to the Contractor's account. Service tax, if any, applicable in the freight charge will be to the supplier's account.
- 19) Insurance:-** The items to be supplied should be insured for transit and handling including handling at the locations at the suppliers expense till the installation, testing and commissioning of the System.
- 20) Change of Ownership:-** The obligation of the supplier 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.
- 21) Replacement of Rejected Materials:-** Rejected materials will have to be replaced by you within 30 days from the date of intimation by the consignee. KSEB Limited also reserves the right to recover from the concerned supplier any loss sustained by the KSEB Limited due to the delay in clearing the rejected materials by the suppliers and the inconvenience caused to the KSEB Limited in this respect.

22) **Pre Despatch Inspection and Testing:-**

- a) The KSEB Ltd reserves its right to inspect and approve the materials before despatch. All facilities should be rendered for the KSEB Limited's representatives or inspecting the materials. All tests as prescribed in the relevant standards as applicable have to be conducted in his presence. Advance information regarding readiness of goods for inspection and the date of inspection and testing shall be given to the Chief Engineer, (SCM) immediately when each consignment or lot is ready for dispatch.
- b) The KSEB Limited representative shall be entitled at all reasonable time during manufacture to inspect, examine and conduct tests on the materials and workmanship of the item to be supplied under this contract. If any part of the item offered is being manufactured elsewhere than in the supplier's premises, the supplier shall obtain permission for the KSEB Limited's representatives to inspect, examine and test the item under manufacture as if they were being manufactured in supplier's premises. Such inspection, examination and testing shall not release the supplier from the obligations under this contract.
- c) The supplier shall give the KSEB Limited's representative advance notice in writing of the date and place where the items will be ready for testing.
- d) The materials will be inspected and relevant test if deemed necessary will be conducted on receipt of the materials by the consignees and the item not satisfying the tests will be totally rejected.

24)

Recovery:- Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or the KSEB Limited or any other person authorized by the KSEB Limited and set off against any claim of the purchasing Officer or the KSEB Limited for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchasing Officer or the KSEB Limited or any other person authorized by the KSEB Limited.

25)

Termination:- The purchaser without prejudice to the conditions laid in the general conditions of contract may terminate this contract, if the supplier fails to commence the supply within the stipulated time or fails to perform any other obligations under this contract or does not satisfies the defects cure its failure within a period allowed by the purchaser after the receipt of the default notice from the purchaser. Where due to any default of Contractor in the execution of Contract, the KSEB Limited makes purchases on open market or after negotiation or after inviting fresh tender and settling with any of such tenders, as per the discretion of the KSEB Limited or its officers vested with powers to enter into such contracts, the contractor will be liable to pay the KSEB Limited, the extra costs incurred by the KSEB Limited and all other expenses defrayed.

Even in case where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the Security Deposit based on the cost of the materials not supplied at the rates shown in the tender of the defaulter shall be forfeited and Balance alone shall be refunded.

26)

Corrections and Omissions:- Specification, quantities, prices etc. noted in the schedule are subject to correction. Errors or omissions, if any will be intimated by the contractor within ten days from the date of this order.

27)

Guarantee:-The computers and accessories as per this order shall be under warranty for satisfactory performance for a period of 3 years from the date of acceptance by the consignees and continued AMC for 3 years after the expiry of the warranty.

A detailed manual for operation and maintenance and catalogue prepared in English language shall be supplied with the equipment.

Systems, drives and all other peripherals should be compatible with Debian/ Ubuntu/ Linux and Windows.

KSEB may install licensed or open source versions of standard or custom made Application software in equipments procured under this contract. Such installations will not cause alterations in Warranty or AMC unless mutually agreed.

The network and operating system configuration will be the responsibility of the supplier. The details of network configuration of the operating system like domain name, client names, IP Address details etc will be provided by KSEB Limited for establishing the network. You may contact Office of the Chief Engineer (IT&CR), Vyduthi Bhavanam, Thiruvananthapuram for details of a typical system and application configuration details.

28) Compatibility:- The Components as per Technical Specification above are to work together interconnected. The equipments should be capable of working in networked environment with other Systems.

29) Bought out items:- (Printers etc) It is the responsibility of the contractor to get the support and spares as per the Tender requirement made available from the supplier in case of bought out items.

30) Consumables:- The suppliers should ensure availability of all consumables in respect of all components readily on demand at all locations where the systems are supplied and installed.

31) Verification:- If required, the components, at the time of delivery, should be demonstrated to the consignee for conformity of specification for acceptance.

32) Packing and Despatch:- The materials shall be suitably packed in order to avoid damages or disturbance during transit or handling. The packing case may be marked to indicate the fragile nature of the contents. The following information shall be furnished with the consignment.

- a) Name of Consignee
- b) Details of consignment
- c) Destination
- d) Total weight of consignment
- e) Sign showing upper/lower side of the crate
- f) Sign showing the fragility of the material
- g) Bill of material indicating the contents of each package

The packages should be marked 'CE(SCM)/KSEB/XM-AEEZ/SCM Computer/2018-19/ACS Technologies'

33) Branding:- The following identification details shall be marked on each Computer & Accessories.

- 1) Serial no. (shall be unique).
- 2) P.O.No.SCM.57/2018-19 dated 30/06/2018 of the Chief Engineer (SCM).
- 3) Warranty – 3 years.
- 4) Name and Address of Supplier.
- 5) Contact no. of Service Personnel and Firm.

34) Technical Particulars:- One copy of technical literature and warranty certificate should be sent to Consignee along with each Computer/Accessories.

35) Price Refixation:- The materials if any, supplied after the scheduled delivery period noted in the order (Clause-8) will be accepted only on condition that price of such materials will be refixed taking into consideration the rate of new tender/Purchase Order of such materials on the date of actual supply, the rate as per the contractual delivery period or at the basic price as per this order, whichever is lower. The Chief Engineer's decision in refixing the price will be final. The price for additional quantity (i.e., as per rate contract) shall be refixed if a fall in price occurs in the next tender opened during the delivery schedule fixed for this additional quantity.

For applying price refixation, the date of opening of price bids of the new tender shall be treated as the effective date. Refixation shall be done on the basic prices only when there is a fall in price noticed in the basic price of the materials with same specifications supplied and accepted by the KSEB Limited on the subsequent Purchase Order.

36) Rate Contract:- The purchase order for the tendered quantity will be issued from the Office of the Chief Engineer (SCM). Subsequent purchase at 'rate contract' rate (i.e., this Purchase order rate) will be arranged by the Chief Engineers concerned on need basis within a period of one year from the date of execution of the contract agreement. The contract agreement, Security deposit, performance Bank Guarantee, AMC agreement etc. for the subsequent purchase on rate contract basis shall be arranged and processed at the office concerned from where subsequent purchase order is issued. The firm shall supply the items at 'rate contract' basis for one year. If any failure to supply the items further on rate contract basis occurs, the supply shall be arranged alternatively at the risk and cost of the supplier. The supply and installation of each equipment shall be carried out under the supervision of system administrator of each District under the direction of ARU heads.

Price refixation as per clause 35 mentioned above is applicable for the quantity supplied during the period of rate contract. That is, the price for quantity supplied against rate contract shall be refixed if a fall in price occurs in the next tender opened during the delivery schedule fixed for this additional quantity.

For applying price refixation, the date of opening of price bids of the new tender shall be treated as the effective date. Refixation shall be done on the basic prices only when there is a fall in price noticed in the basic price of the materials with same specifications supplied and accepted by the KSEB Limited on the subsequent Purchase Order.

37)

Invoices:- Invoice in triplicate in the name of Consignees should be drawn and forwarded to the consignees as shown in Annexure-I. Separate Invoices should be sent for each consignment. In all correspondences and invoices relating to this order, the number and date of the order given in page-1 should be clearly quoted.

38)

Bankers:- Our Bankers are State Bank of India.

39)

Governing conditions:- This order shall only be governed by the conditions stated herein and in the tender notification issued by the KSEB Limited. None of the conditions stated in your offer or in subsequent letters shall be deemed to be accepted unless specifically stated herein also.

40)

Jurisdiction:- The Courts situated at the place where the headquarters of the KSEB Limited is situated viz., Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.


Deputy Chief Engineer (SCM)(in charge)



GUARANTEED TECHNICAL PARTICULARS (GTP)

Computer – PCI		
Computer	Model Name	Verton M200 B350
	Manufacturer / make	Acer
Processor	Name	Ryzen 3 pro
	Model Number	AMD Ryzen 3 pro
	Clock Speed	3.5 GHz
	Cache size on cpu	8MB
	FSB speed	
	Packaging (No. of pins)	AM4
	64 bit processing (Yes / No)	Yes
Memory	Make	OEM
	Size	8GB
	Type	DDR4
	Access time	OEM
	Memory expandability	32GB
	Memory Speed	2133 MHz
Mother Board	Make / OEM / Model	OEM
	Chipset	compatible
	64 bit processing support (Yes / No)	yes
	FSB speed	OEM
	Processors supported	AMD
	Maximum memory size supported	32 GB
	Type of RAM supported	DDR4
	Number of DIMM slots	2
	No. and types of slots	3 PCI
	No. of IDE slots	No
	No. of SATA ports	4
	No. of USB ports	8 to 10
	No. of serial ports	NA
	No. of parallel ports	NA
	No. of PS/2 ports	PS2 or USB
	Integrated Graphics (Yes / No)	Yes
	Graphics Memory size	Integrated
	Integrated Ethernet (Yes / No)	yes
	Ethernet interface speed	10/100/1000
Hard Disk	Make & Model	OEM
	Capacity (GB)	1000 GB
	Capacity formatted (GB)	931 GB
	Interface	SATA
	Manufacturer	OEM
	RPM	7200 RPM
	Transfer Rate	6-8 Gbps.
	No. of Hard disks (under RAID)	NA
RAID 1 support	Integrated (Yes / No)	NA
	RAID controller chipset	NA
	RAID BIOS make	NA
	RAID type supported	NA
DVD ROM Drive	Make / type	NA
	Speed	NA
	Interface	NA
	Software support	NA
DVD Writer Drive	Make / type	NA
	Speed	NA
	Interface	NA
	Software support	NA
Graphics	Make (OEM / Integrated)	Integrated
	Type	Onboard
	Video RAM type	shared
	Chip set	OEM
	Maximum colours supported	
	Maximum resolution supported	
	Interface type	

	Network	Make (OEM / Integrated)	Integrated
		Interface	RJ45
		Speed	10/100/1000
		Ports	1
		Standards supported	
		Features supported	PXE Boot, Wake on LAN
		LED Indication	yes
	Power Supply	Rating	
		Model / make	OEM
		Manufacturer	OEM
		Maximum power	240W
	Monitor	Screen Size	18.5
		Model / make	Acer
		Manufacturer	Acer
		Dot pitch (diagonal)	
		Maximum Resolution	1366x768
		Viewable image size	
		Approvals / certifications	
		Power consumption	
		Plug & Play supported platforms	yes
	Keyboard	Make / Type	Acer
		No. of keys	104
		Interface	USB
	Mouse	Make / Type	Acer
		No. of buttons	28, 1 scroll button
		Interface	USB
	Cabinet	Type	ATX
		Form factor	Micro ATX
		Ports provided on the front	USB and Audio
		Cooling fans	Yes
	Warranty	3 Years (Yes/No)	yes
	Continued AMC	3 Years(Yes/No)	yes
	URL (web site) of the Manufacturer		www.acer.co.in

Deputy Chief Engineer (SCM) In Charge

5/3/16

ANNEXURE - I

List of Consignee Offices and items to be supplied and installed

Supply, Installation, Testing, Commissioning and Maintenance of Computer Systems and accessories are to be done as per the tender in the following location

PC & Accessories for various offices

Sl No	Consignee	PC-I	ARU
1)	IT(Computerization Unit), Thiruvananthapuram	30	Chief Engineer(IT &CR), VB, Thiruvananthapuram
2)	Regional IT Unit Kochi	10	Chief Engineer, Distribution-Central, Ernakulam
3)	Regional IT Unit Kozhikode	10	Chief Engineer, Distribution-North, Kozhikode
Total		50	


Deputy Chief Engineer (SCM) In Charge

12/30/16

ANNEXURE – II

(Agreement to be executed by the successful Tenderer in Kerala Stamp paper worth Rs.500/-)

FORM OF AGREEMENT

Articles of Agreement made the day of
Between Sri Chief Engineer (SCM), Kerala State Electricity Board Limited, Trivandrum acting for/on behalf of the Kerala State Electricity Board Limited, hereinafter called the "KSEB Limited" of the one part, and Sri of and
..... Company Limited incorporated under the
..... and having its registered Office at
(herein after called the Contractor) of the other part.

WHEREAS the Contractor has tendered for the supply of articles for the use of KSEB Limited as per Tender notification No. Dated

And WHEREAS the KSEB Limited have been pleased to accept the contract in respect of the articles mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfillment of this contract deposited Rs. i.e., a sum equal to percent of the value of the contract as per Bank Draft No. dated Bank Guarantee No. dated of the Bank duly approved by the KSEB Limited.

Now these presents witness and it is hereby mutually agreed as follows:-

1. The Contractor shall undertake to supply and install material according to the standard samples and specifications.
2. No representation for enhancement of rates once accepted will be considered.
3. The approximate quantities to be supplied are shown in the copy of order No. herewith attached which shall be treated as a part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenderers and the KSEB Limited in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore, but the Contractor shall supply any quantity of any article at the rate tendered by him, for that article up to 25 percent, in excess of the estimated quantity quoted, and in the event of his inability to do so or to offer a suitable alternative to the satisfaction of the KSEB Limited, the KSEB Limited is at liberty to purchase the articles or an article of similar quality from elsewhere and should the price of the articles so purchased be in excess of the tendered rate to deduct the difference of cost from the contractor's bills or his security deposit, as the case may be. The Contractor shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.
4. In case the Contractor fails to supply and deliver any of the articles and things tendered for by him within the time provided for delivery of the same or in case the Contractor commits any breach of any of the covenants, stipulations and agreements here in contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the KSEB Limited (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case the KSEB Limited shall have incurred, sustained or been put to any costs damage or expenses by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or at any time during the continuance of this contract be payable by the contractor to the KSEB Limited under and by virtue of this contract it shall be lawful for the KSEB Limited from and out of any moneys for the time being payable or owing to the contractor from the KSEB Limited under or by virtue of this contract or otherwise to pay and reimburse to the KSEB Limited all such costs, damages and expenses they may have sustained, incurred or been put to by reason of this contract having been so put an end to as aforesaid, and also all such difference in price, compensation loss, costs, damages, expenses and other moneys as shall for the time being be payable by the Contractor aforesaid.

5. Every notice hereby required or authorized to be given may be either given to the Contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.

6. All payments to the Contractor will be made by ARU of concerned consignees in due course by RTGS.

7. The Contractor shall not assign or make over the contract or the benefits or burdens there of or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the KSEB Limited. The KSEB Limited shall have absolute power to refuse such consent or rescind such consent (if given) at any time, if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.

8. In case the contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency, or in case in which, under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Chief Engineer (SCM), Kerala State Electricity Board Limited Limited to the Contractor, be determined and the Chief Engineer (SCM), may complete the contract in such time and manner and by such person as the KSEB Limited shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of the KSEB Limited against the Contractor or his sureties in respect of any breach of contract committed by the Contractor.

9. All expenses and damages caused to the KSEB Limited by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the KSEB Limited and may be recovered from him.

9. (a) The final payment will be made only on production of an undertaking by the Supplier/ Contractor that all taxes and duties payable to the Central/ State Government Departments/ Agencies due to this supply/ contract have been paid by him and if any claim is received in future from any Central/ State Government Departments/ Agencies under existing losses regarding this supply/ contract, the supplier/ contractor shall be liable to pay the same.

10. The Security Deposit will be released only after the successful completion of the contract period viz. six years after producing Non Liability Certificate. But in the event of any dispute arising between the Electricity Board Limited and the Contractor, the KSEB Limited shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other sum which may be due at any time from the KSEB Limited to the Contractor.

11. The Contractor/herby declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 3 here of and the contractor/herby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of days/months from the date of delivery of the said goods/stores/articles to the KSEB Limited and that notwithstanding the fact that the KSEB Limited (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the KSEB Limited in that behalf will be final and conclusive the KSEB Limited will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods/articles/stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods & c, shall apply. The contractor/Seller shall if so called upon to do replace the goods & c, or such portion thereof as is rejected by the KSEB Limited, Otherwise the Contractor/Seller shall pay to the KSEB Limited such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of the KSEB Limited in that behalf under this contract or otherwise.

11 (a). If the rejected materials are not lifted from the site/ store within 15 days on receipt of intimation of rejection by the consignee, the supplier/ contractor shall be liable to pay ground rent @0.1% of the value of rejected materials for every day of delay.

12. The tender documents viz., Tender Notice, Declaration by Tenderer, General Instructions, Technical Conditions, Commercial Conditions, Performance Guarantee, Price Bid – Schedule, General Conditions will form part of this Agreement. The terms & conditions given in this agreement and/or the Order referred to in Clause 3 above shall

supersede all the terms and conditions contained in the tender/quotation submitted by the Contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the latter shall prevail.

13. In case where a successful tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may, at the discretion of the purchasing Officer be purchased by means of another tender/Quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the KSEB Limited shall thereby together with such sums as may be fixed by the KSEB Limited towards damages be recovered from the defaulting, tenderer.

14. Even in cases where no alternate purchases are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

15. The equipments supplied under this contract will be under performance guarantee valid for the period to (Six years). The supplier shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below during the above period.

16. Scope and Services Covered under performance Guarantee and AMC:- The supplier shall provide the following services under the performance guarantee and AMC to keep the systems and peripherals in good working order

a) Un scheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the supplier.

b) **Operating System (OS) Support:-** The supply is comprehensive inclusive of OS support on all the systems supplied and installed 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 (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers.

c) Scheduled preventive maintenance (PM) shall be carried out **once in Four Months** for all **systems and peripherals** as detailed in **Annexure-V**. The supplier should submit the call sheets/ PM reports as in **Annexure-V** to respective Engineers. In case the supplier fails to submit PM reports, a penalty prescribed in clause-18(c) below will be levied for the period so delayed. Preventive maintenance can be clubbed with corrective maintenance.

17. Service Assurance:-

(a) Maximum acceptable downtime will be Forty Eight hours (2 working days) including complaint reporting

(b) The supplier shall also ensure an availability of 95% for all the computer systems & accessories on a yearly basis. This means that all the computer systems and accessories covered under this performance guarantee clause shall be in operating condition at least for 95% of the normal working hours. The normal working hours/day shall be taken as 8 hours.

18. 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 KSEB Limited is liable to be realized from the Bank Guarantee furnished by the supplier.

X) Penalty for non performance of Preventive Maintenance will be Rs.100/- per week for each item.

The Downtime Penalty will be as under

For Servers	-	Rs.100/- per day
For PCs/Laptops	-	-Rs.50/- per day

d) The maximum downtime penalty charged on a particular item in each year shall not exceed 25% of the cost of that item.

Down time penalty will be charged for the entire down time days – Holidays – 2

For Eg. Reporting of System break down is on 01/07/2018 and complaint rectifying on 11/07/2018.

Total down time	-	11 days
Holidays	-	2
Grace Period	-	2
Total penalty for 7 days.		

19) **Terms of Performance Guarantee and Annual Maintenance Contract (AMC):**

- a) The new upgrade items (Memory, HDD, MM Kit etc.) or other hardware purchased from the supplier or any other vendor and integrated into the existing warranty system, will be included in the Warranty with the supplier as soon as the warranty of the purchased item expires. This will be done through an Addendum to this contract signed by KSEB and the supplier. The new hardware may be inspected by the contractor if it is procured from other sources. In case KSEB decides to withdraw any equipment from contract during the warranty / AMC period, the same will be taken out of this contract with written information to the supplier.
- b) If the User is not able to hand over the system to the supplier's engineer for maintenance purpose, such time will not be considered for the down time penalty.
- c) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- d) The supplier is not liable for problems arising out of break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- e) The Performance Guarantee and AMC does not include consumables such as Printer cartridges, ribbons etc.
- f) At each location, KSEB Limited will keep a System Maintenance Register which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record will be signed by the supplier's Service Engineer and KSEB Engineer. Format for keeping this record will be as per the **Annexure-VI**. It is the responsibility of the head of the office to maintain such a register.

For any complaints regarding the system, penalty etc. the authority to take final decision during dispute is Chief Engineer (SCM), Vydyuthi Bhavanam. In such cases, the Head Office shall produce the System Maintenance Register in original with Signature of suppliers Service Engineer and the KSEB Engineer/ Officer authorized by Head Office to sign on behalf of KSEB Limited. The authorisation 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 recorded on **page 4 & 5**. If the head office fails to produce the register to Chief Engineer (SCM). The head of Office will be responsible for the liabilities.

- g) Call Registration And Completion: - All the maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest supplier's office. The supplier shall acknowledge each call with a unique Call number, which is to be used for reference in future. A call service slip may be made for each call. The Call service 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 days/hrs, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by an Assistant Engineer or by a nominee. The supplier shall prepare the call service slips in duplicate. These will be signed by KSEB Engineer & the supplier. One copy will be given to the user and one copy will be retained by the supplier. 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 service slip after closing the call.

A provision of a common telephone number with a minimum of 5 lines is to be provided by the supplier for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received should be registered in a portal which can be accessed by KSEB Limited with facility to generate reports of down time of all complaints. The details of closing a call will be entered by the supplier. These entries shall be based on the call service slip signed by the KSEB engineer of the section office and the service engineer of the supplier with date and time.

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

A) ACS Technologies – Customer Support Group – Service Support Details.

Service Centre to Contact for Support	Contact Person	Contact Details
ACS Technologies, TC 15/1931, Near Ganapathy temple, Bakery Jn- Vazuthacaud Road,	1) Sri.Renchu Prasad	Ph: 0471-2324133
	2) Sri.Vishnu Parameswaran	Mob. No.9846794000 Mob. No.9946105742

Thiruvananthapuram, Kerala-695014	3) Sri.Chandrananth.P.T	Mob. No.9349494102
ACS Technologies, Ernakulam Branch, House No.9,opp.Corporation office,Edapally,Ernakulam- 682024	Sri.Anil Kumar, Branch Manager	Mob. No.9946105753
ACS Technologies, JM Building,Anamika Street, Civil Station,Kozhikode- 673020	Sri.Sunil.A.G, Branch manager	Mob. No.9946447247

B) OEM Details:

Item	Brand	Toll Free No.	E-mail ID
Desktop/server	ACER	1800116677	acersupport@southerlandglobal.com

i) KSEB Limited personnel will be responsible for operating the systems and peripherals. During the period of warranty and AMC, KSEB will restrict to operational activities only and will not repair any equipment. The contract does not cover any Database or User application related problem.

j) Whenever the system and peripherals cannot be repaired on site within the specified time limits, the vendor will have to provide an alternate equipment of matching specification of the equipment supplied under the contract. This shall be replaced within the period of **maximum 30 days** with the same equipment after repair or with an equipment of same or better model of the equipment supplied under the contract. All such replaced equipments will also come under the clauses of the existing Performance Guarantee.

k) Force Majeure:- The supplier 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 his reasonable control. If the supplier is prevented from performing its function under the instrument for a period longer than six months, the supplier's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.

l) Annual Maintenance Contract (AMC):- All the systems purchased from the supplier will be included in three years AMC as soon as three years warranty expires. Rates (annual) for the AMC for three years after the expiry of warranty period is shown in Schedule-II. This will be considered as a part of the Purchase Order. The annual maintenance contract agreement is to be executed centrally by the Chief Engineer (SCM). Payments on account of AMC against this order is liable to be with held until it is executed. The format for the AMC Agreement is given in Annexure – VII. The implementation of AMC is decentralized.

m) The Annual Maintenance Contract will be comprehensive and cover the cost of all the spare parts required for replacement/repair the computer system except printer heads and consumable items like printer/ ribbons /Cartridge etc. The AMC shall be on regular basis to ensure the minimum down time of the system.

n) **Payment for AMC:** 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 release the payment. In case penalty exceeds AMC amount the excess amount will be adjusted in the next year bill or the Security Deposit.

o) 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.

p) **If the supplier fails to execute the AMC Agreement and carryout AMC works after the expiry of the Guarantee period, the maintenance of the Computers and Accessories will be arranged through other agencies at risk and cost of the supplier and their Security Deposit forfeited.**

q) The maximum AMC penalty amount will be limited to 10% of the AMC Contract Value.

r) The maximum penalty for a particular equipment shall not exceed the AMC value of the equipment.

20. The AMC Charges per year for the various equipments at a flat rate irrespective of location would be as follows:

Sl. No.	Item Specification	Make	Rate Annual (Rs)
1.	Computer to function as server(PCI)	Acer VeritonM200B350	354.00

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

21. The Courts situated at the place where the headquarters of the KSEB Limited is situated, viz, Trivandrum 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.....

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

In the presence of:

Witness: 1.
 2.

Signed sealed and delivered by.....
In the presence of (Contractor)

Witness:- 1.
 2.

ANNEXURE - III
SECURITY DEPOSIT (BANK GUARANTEE)

(To be executed on Rs.500/- non-judicial stamp paper)

In consideration of the Kerala State Electricity Board Limited (hereinafter called "the KSEB Limited") having agreed to exempt from the demand. (Under the terms and conditions of an Agreement dated to be executed as per order made between and for herein after called "the said Agreement" of security deposit for the due fulfillment by the said Contractor's of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs.....(Rs only). We Bank (herein after referred to as the Bank) do hereby undertake to pay to the KSEB Limited an amount not exceeding Rs..... (Rs..... only) against any loss or damage caused to or suffered by or would be caused to or suffered by the KSEB Limited by reason of any breach by the said Contract(s) of any of the terms and conditions contained in the said Agreement.

2. We..... Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand from the KSEB Limited, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSEB Limited, by reason of any branch by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor's(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We Bank further agree, that the guarantee herein contained, shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it shall continue to be enforceable till all the dues of the KSEB Limited, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Chief Engineer (SCM), Kerala State Electricity Board Limited or other Engineer of the KSEB Limited in charge of the Work, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under the guarantee thereafter.

4. We..... Bank further agree with the KSEB Limited that the KSEB Limited shall have the fullest liberty, without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the KSEB Limited against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension or forbearance being granted or allowed to the said Contractor(s) or for any of the forbearance act or omission on the part of the KSEB Limited or any indulgence by the KSEB Limited to the said Contractor(s) or by any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so relieving us.

5. To give effect to the guarantee it shall be competent for the KSEB Limited to so act, as thought the Bank were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to fore given by the Bank to the KSEB Limited and now existing un cancelled and this guarantee is not intended to and shall not revoke or limit such other guarantees.

7. We..... Bank lastly undertake not to revokes this guarantee during its currency-except with the previous consent of the KSEB Limited in writing.

Dated the..... day of For Bank

ANNEXURE - IV

PERFORMANCE SECURITY (BANK GUARANTEE)

(To be executed on Rs.500/- non – judicial stamp paper)

In consideration of the Kerala State Electricity Board Limited(hereinafter called "the KSEB Limited") having agreed to exempt herein after called "the said Contractor(s)" from the demand. (Under the terms and conditions of an Agreement dated to be executed as per order made between and for herein after called "the said Agreement" of security deposit for the due fulfillment by the said Contractor's of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs. (Rs only). We hereby undertake to pay to the KSEB Limited an amount not exceeding Rs. (Rs. only) against any loss or damage caused to or suffered by or would be caused to or suffered by the KSEB Limited by reason of any breach by the said Contract(s) of any of the terms and conditions contained in the said Agreement.

2. We Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand from the KSEB Limited, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSEB Limited, by reason of any branch by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor's(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We Bank further agree, that the guarantee herein contained, shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it shall continue to be enforceable till all the dues of the KSEB Limited, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Chief Engineer (SCM), Kerala State Electricity Board Limited or other Engineer of the KSEB Limited in charge of the Work, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under the guarantee thereafter.

4. We Bank further agree with the KSEB Limited that the KSEB Limited shall have the fullest liberty, without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the KSEB Limited against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension or forbearance being granted or allowed to the said Contractor(s) or for any of the forbearance act or omission on the part of the KSEB Limited or any indulgence by the KSEB Limited to the said Contractor(s) or by any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so relieving us.

5. To give effect to the guarantee it shall be competent for the KSEB Limited to so act, as thought the Bank were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to fore given by the Bank to the KSEB Limited and now existing un cancelled and this guarantee is not intended to and shall not revoke or limit such other guarantees.

7. We Bank lastly undertake not to revokes this guarantee during its currency-except with the previous consent of the KSEB Limited in writing.

Dated the day of
For Bank

ANNEXURE - V

PREVENTIVE MAINTENANCE OF COMPUTER SYSTEMS/PERIPHERALS

Call Sheet cum PM Report

Location :
Officer In-charge :
Date :
M/c Type (with Sl.No) :

Action taken :

(A) Environmental/Electrical conditions :

- i) Dust Level O.K. (Y/N) :
ii) Temperature :
(Recommended 22 to 28 degree C)
iii) Humidity O.K. (Y/N) :
iv) Voltage

Line – Neutral :

Line – Earth :

Neutral –Earth

(B) System :

- i) Cleaned (Y/N) :
ii) Configuration Checked (Y/N) :
iii) OS/ Drivers Checked (Y/N) :
iv) Network Connectivity OK (Y/N) :
v) Performance OK (Y/N) :

(C) General Layout :

Suggestions (If any) :

Remarks :

Signature :

KSEB Limited Engineer

Name :

Designation :

Supplier's Engineer

Name :

Organization :

ANNEXURE - VI

SYSTEM MAINTENANCE REGISTER

Location:

Name of Item:

Month:

Item Code:

Call No	Complaint	Booking Date & Time	Attended Date & Time	Repaired Date & Time	Diagnosis and Components Replaced	Down Time in days	Penalty in Rs
Total							

KSEB Limited Engineer

Service Engineer

Note

- **Separate Sheet may be maintained for PC and Printer**
- **If there is no down time for a particular month that may be mentioned in the register.**

TERMS:-

- 1) The AMC rates mentioned in this contract will be valid for year period from..... to
- 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 will be included in AMC .
- 4) The new upgrade items (Memory, HDD, MM Kit etc.) purchased from 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 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 Service Engineer and KSEB Limited representative. Format for keeping this record will be as per the Annexure-VI of the Purchase Order.....
- i. For any complaints regarding the system, penalty etc. the authority to take final decision during dispute is Chief Engineer (SCM), Vydyuthi 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 authorisation 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 No.shall be recorded on **page 4 & 5**. If the head of office fails to produce the register to Chief Engineer (SCM),the head of Office will be responsible for the liabilities.
- 11) KSEB Limited personnel will be responsible for operating the systems and peripherals. During the period of contract, KSEB Limited will restrict to 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 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
- 14) To monitor the maintenance activity and to discuss other related matters, periodical meetings between KSEB Limited and will be conducted with prior notice from either side. The recommendations of the meetings conducted between and MIS Wing of KSEB Limited shall be forwarded to the Chief Engineer (SCM) for verification and necessary approval after discussion with.....
- 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.

ANNEXURE - VII
Annual Maintenance Contract
(after the expiry of Warranty period and for the continued AMC period)

MAINTENANCE CONTRACT BETWEEN KSEB LIMITED
AND
.....
FOR
MAINTENANCE OF COMPUTER SYSTEMS, NETWORK AND
PERIPHERALS
FOR VARIOUS OFFICES OF KSEB LIMITED

PREAMBLE:-

This contract is made on _____ of _____ 200... between KSEB Limited represented by here in after referred to as 'KSEB' (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 herein after referred to as (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 withfor comprehensive maintenance of the computer systems and peripherals in various offices as listed in Annexure.....
2. is desirous of renting such services under terms and conditions as per this contract.

CONTRACT:-

..... agrees to maintain systems and peripherals as listed in Annexure 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, the AMC will be valid for the period..... To (.... Year) and the extended period, if any.

SCOPE AND SERVICES:-

..... 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 **four** months for all systems and peripherals as detailed in Annexure 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 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 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..... 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 All required device drivers will be provided by A copy of all device drivers will also be kept by For OS upgradation KSEB 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 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 should have sound technical knowledge. If any parts of the computer system and accessories are damaged by the technician of,the cost of parts damaged will be recovered from at the time of releasing AMC payment.
- f) should store enough spares to avoid the delay in attending fault repairs.

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 KSEB Limited is liable to be realized from the Bank Guarantee furnished by the supplier.

- c) Penalty for non performance of Preventive Maintenance will be Rs.100/- per week for each item.

The Down Time Penalty will be as under

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

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

Down time penalty will be charged for the entire down time days – Holidays – 2

For Eg. Reporting of System break down is on 01/07/2018 and complaint rectifying on 11/07/2018.

Total down time	-	11 days
Holidays	-	2
Grace Period	-	2
Total penalty for 7 days.		

Note:-

- A) The maximum AMC penalty amount will be limited to 10% of the AMC Contract Value.
- B) The maximum penalty for a particular equipment shall not exceed the AMC value of the equipment.
- C) 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.

D) 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.

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 Rs. 100 per week or part there of will be levied for the period so delayed.

AMC CHARGES:-

Refer Schedule II

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 consignees. The bills along with certified monthly downtime statements of the custodian officers shall be forwarded by the consignees to the ARUs. The ARU will reconcile this, pass and 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 consignee. The payment will be released by the ARU of concerned consignees.

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..... 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 KSEBL & 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:

A) ACS Technologies – Customer Support Group - Service Support Details.

Service Centre to Contact for Support	Contact Person	Contact Details
ACS Technologies, TC 15/1931, Near Ganapathy temple, Bakery Jn- Vazuthacaud Road, Thiruvananthapuram, Kerala- 695014	1) Sri.Renchu Prasad	Ph: 0471-2324133 Mob. No.9846794000
	2) Sri.Vishnu Parameswaran	Mob. No.9946105742
	3) Chandrakanth.P.T	Mob. No.9349494102
ACS Technologies, Ernakulam Branch, House No.9, opp. Corporation office, Edappally, Ernakulam- 682024	Sri.Anil Kumar, Manager	Branch Mob. No.9946105753
ACS Technologies, JM Building, Anamika Street, Civil Station, Kozhikode- 673020	Sri.Sunil.A.G, manager	Branch Mob. No.9946447247

B) OEM Details:

Item	Brand	Toll Free No.	E-mail ID
Desktop/server	ACER	1800116677	acersupport@southerlandglobal.com

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.

FORCE MAJEURE:-

..... 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 is prevented from performing its function under the instrument for a period longer than six months, 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 Limited 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.....

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

In the presence of:

Witness: 1)

2)

Signed sealed and delivered by.....

In the presence of (Contractor)

Witness:- 1)

2)