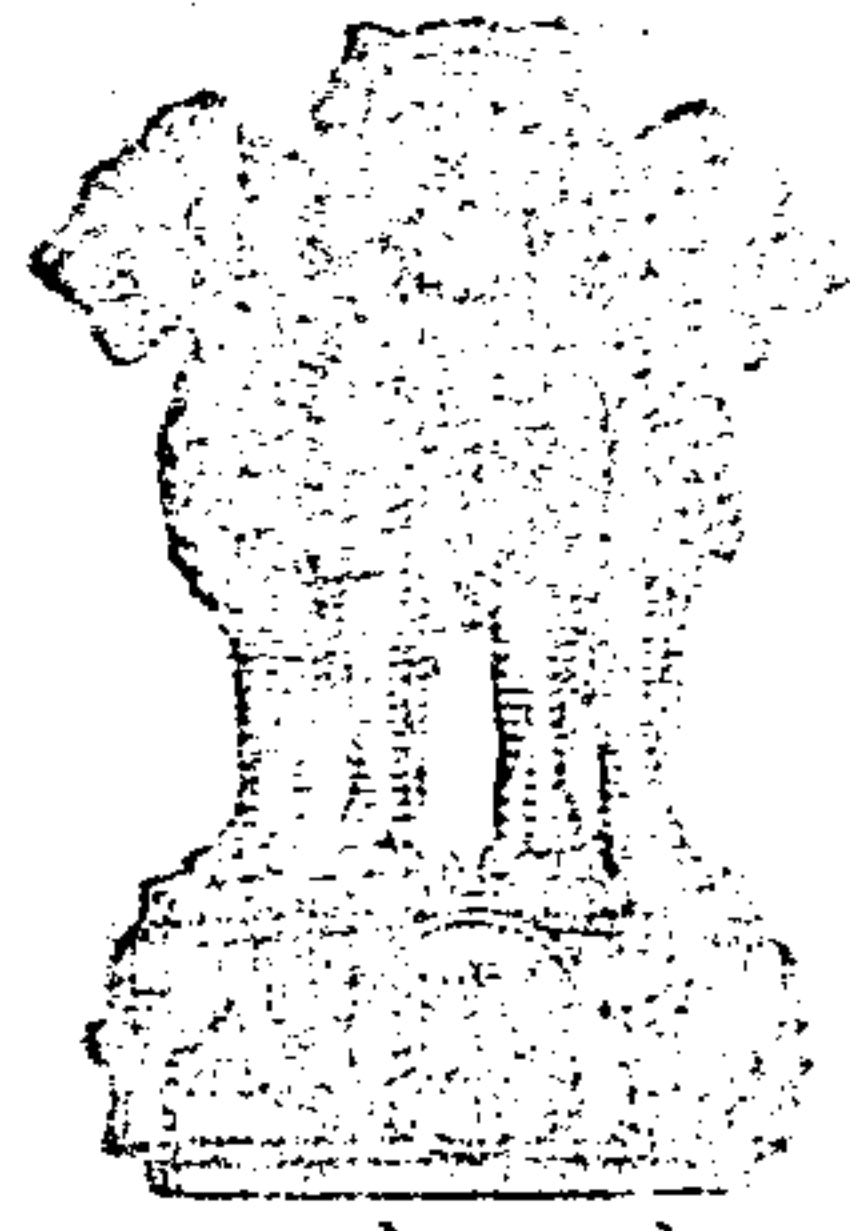


भारतीय संघ न्यायिक

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सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

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AH 302597

**Annual Maintenance Contract**

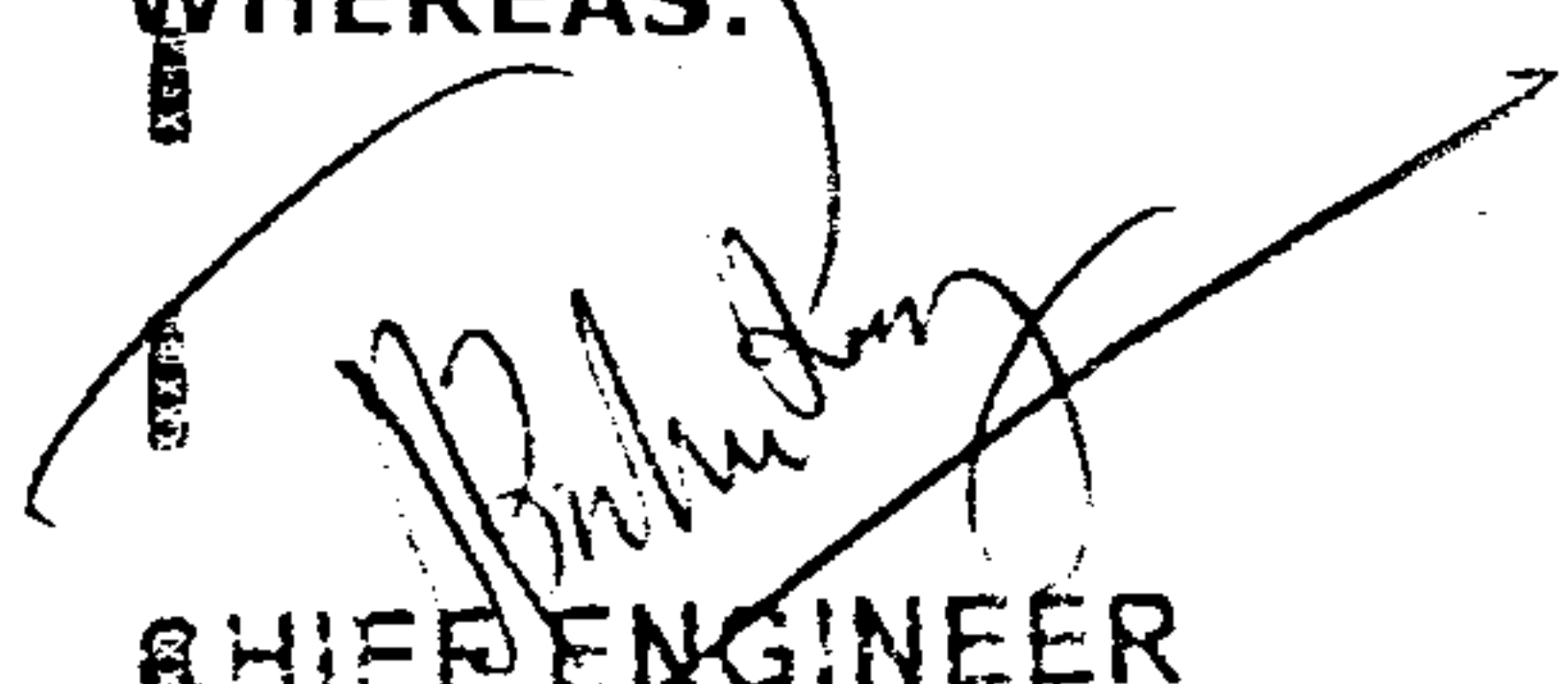
**(After the expiry of Warranty period and for the continued AMC period)**

MAINTENANCE CONTRACT BETWEEN KSEB LTD  
AND  
HCL SERVICES LTD  
FOR  
MAINTENANCE OF COMPUTER SYSTEMS, NETWORK AND  
PERIPHERALS  
FOR VARIOUS OFFICES OF KSEB LTD  
Agreement No. 40/2014-15

**PREAMBLE:**

This contract is made on 6<sup>th</sup> day of August 2014 between K S E Board represented by The Chief Engineer (SCM) here in after referred to as 'KSEB LTD' (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 The Regional CE Manager herein after referred to as 'HCL' (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:**

  
CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
K.S.E. BOARD, THIRUVANANTHAPURAM-4



- u/s*
1. KSEB LTD is desirous of entering into a maintenance contract with HCL for comprehensive maintenance of the computer systems and peripherals in various offices as listed in the consignee list of ~~Original~~ <sup>additional</sup> Purchase order **No.TCM07/2010-11/487 dated 03-05-2010**
  2. HCL is desirous of renting such services under terms and conditions as per this contract.
- B. K. S. S.*

**CONTRACT:**

HCL agrees to maintain systems and peripherals as listed in Annexure-III of the Purchase Orders in accordance with the provisions laid down in the contract, at charges as given in the contract.

**CONTRACT PERIOD:**

*u/s*

For the equipment under maintenance with HCL, the AMC will be valid for the period ~~18-06-2013 To 17-06-2016~~ (3years) and the extended period, if any. *3/10/2013 To 2/10/2016*  
*02/10/2016*

**SCOPE AND SERVICES:**

HCL agrees to provide the following services under the contract to keep the systems and peripherals in good working order.

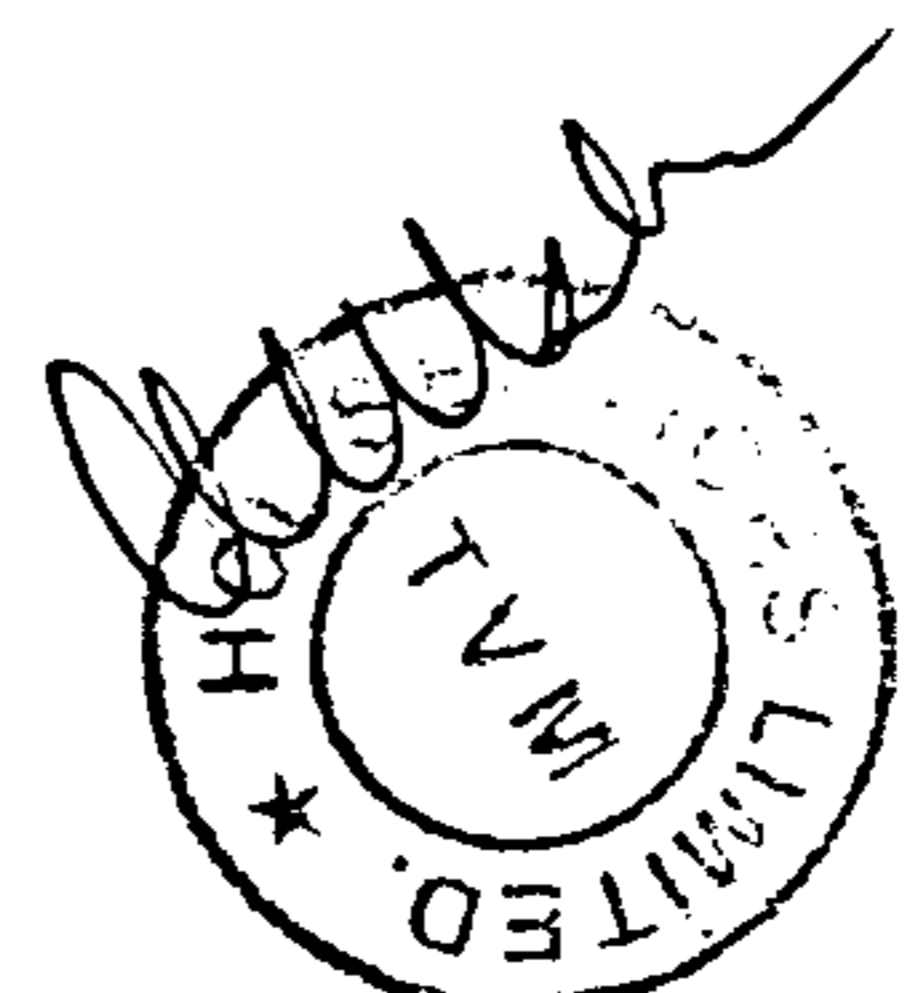
*B. K. S. S.*

- A) Scheduled preventive maintenance (PM) once in three months for all systems and peripherals as detailed in Annexure-I of the Purchase Order. PM can be clubbed with corrective maintenance. The Service Engineer of Contractor would submit these calls sheets/PM reports to respective KSEB LTD Assistant Engineers in charge of the respective Offices. In case HCL fails to submit PM reports, penalty clause will apply for systems.
- B) Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new parts or equivalent in performance to existing parts. Whether a defective item or components is to be replaced or repaired shall be at the sole discretion of AMC Contractor HCL. In the case of replacement of a part which is supplied by KSEB LTD, the defective part removed from the system will become the property of KSEB LTD.
- 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 HCL. All required device drivers will be provided by HCL. A copy of all device drivers will also be kept by KSEB LTD. For OS upgradation KSEB LTD will provide a set of OS upgrade software. The AMC covers network also. OS upgradation calls need not be taken into account for downtime calculation.
- D) Persons deputed for attending fault repairs by HCL should have sound technical knowledge. If any parts of the computer system and accessories are damaged by the technician of HCL, the cost of parts damaged will be recovered from AMC at the time of releasing AMC payment
- E) HCL should store enough spares to avoid the delay in attending fault repairs.

**TERMS:**

*B. K. S. S.*

CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
K.S.E.BOARD, THIRUVANANTHAPURAM-A



1. The AMC rates mentioned in this contract will be valid for 3years period from ~~18.06.2013 to 17.06.2016~~ *03.10.2013 To 02/10/2016*
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 and mobile printer battery.
3. New equipment purchased from M/s HCL Services Ltd. will be included in AMC.
4. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from M/s HCL Services Ltd 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 HCL 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 LTD only if the same problem in the same system repeats more than two 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 extension of AMC period, if required, may be considered only after the completion of the 3 Year AMC periods.
9. Breakdowns due to rat cuts need not be included for downtime calculation.
10. At each location, KSEB LTD 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 HCL Service Engineer and KSEB LTD representative. Format for keeping this record will be as per the Annexure VIII of the Purchase order No.TCM114/2009-10/4198 dated 30-10-2009.
11. KSEB LTD personnel will be responsible for operating the systems and peripherals. During the period of contract, KSEB LTD will restrict to operational activities only and will not repair/maintain any equipment.
12. The equipment will be handed over back to KSEB LTD after the AMC period in good working condition.
13. If any new hardware will <sup>be</sup> brought into maintenance, it will be inspected by HCL and its maintenance will be taken up after acceptance of the same. In case KSEB LTD decides to withdraw any equipment from running contract during the AMC period, the same would be taken out of this contract with prior communication to the contractor.

*be*

*[Signature]*  
CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
K.S.E.BOARD, THIRUVANANTHAPURAM-4



14. To monitor the maintenance activity and to discuss other related matters, periodical meetings between KSEB LTD and M/s HCL Services Ltd will be conducted with prior notice from either side. The recommendations of the meetings conducted between M/s HCL Services Ltd and MIS wing of KSEB LTD shall be forwarded to the Chief Engineer (SCM) for verification and necessary approval after discussion with M/s HCL Service Ltd.
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 LTD.

**SERVICE ASSURANCE:**

Maximum acceptable downtime for all systems and peripherals will be 48 hours (2working days) (including complaint reporting and attending days)

**PENALTY:**

**1. DOWNTIME PENALTY:**

(For hardware and OS): Penalty for completing the calls after the time as indicated in Service Assurance will be as under

For Servers	-	Rs.450/- per hour
For PCs	-	Rs.200/- per hour
For Printers/Scanner	-	Rs.100/- per hour

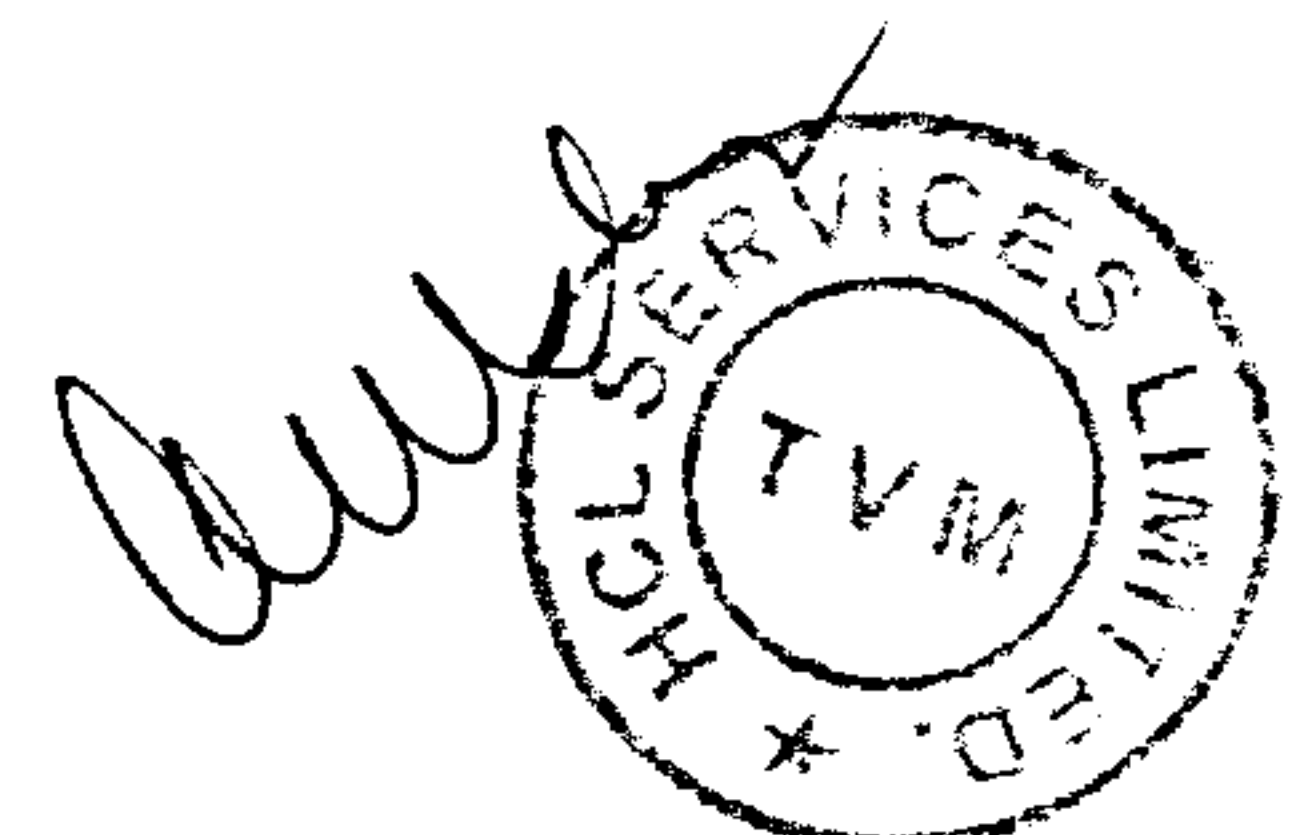
The Contractor shall ensure an availability of 95% for all computer systems, network and peripherals. This means that all computer systems, network and peripherals covered under this contract shall be in operating condition at least on 95 percent of the working days in a year. This shall be calculated yearly and downtime penalty shall be imposed for downtime in excess of 5% allowed.

Downtime penalty shall be settled at the end of the year failing which the amount due to the Board is liable to be realized from the AMC payment.

**Note:-**

1. Maximum AMC Penalty amount will be limited to 10% of the AMC contract value.
2. The maximum penalty for particular equipment shall not exceed the AMC value of the equipment.
3. For OS 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.
4. 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.

  
 CHIEF ENGINEER  
 SUPPLY CHAIN MANAGEMENT  
 K.S.E.BOARD, THIRUVANANTHAPURAM-4



## 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 thereof will be levied for the period so delayed.

## AMC CHARGES:

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

AMC			
Sl. No.	Item Specification	Make	Rate Annual (Rs)
1	Computer client with 19" TFT monitor	HCL	500.00- 710

*Handwritten signature*  
CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
K.S.E.BOARD, THIRUVANANTHAPURAM-4



## PAYMENT TERMS:

The AMC Agreement for the PO.No.TCM07/2010-11/487 dated 03-05-2010 may be executed centrally by the Chief Engineer (SCM). The implementation of AMC is de-centralized. The payment will be released yearly. The payment in respect of AMC may be released as per AMC conditions from the respective ARUs. M/s HCL Services Ltd will submit yearly bill along with the downtime statement within two weeks of completion of the year. The concerned consignee shall forward the Downtime and Preventive Maintenance statement to ARU within two weeks of completion of a year. Paying Authority will reconcile this and release the payment. ARU heads shall be held responsible for the nonpayment of AMC charges. However, if due to any reasons, the paying authority is unable to reconcile the penalty amount, 80% of the AMC payment will be released. The balance 20% or remaining amount will be released only after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next year bill. The payment of the 2<sup>nd</sup> year will be released only after reconciliation.

Circle wise payment for a particular year and penalty deducted may be informed to the Chief Engineer (SCM) for records.

Payment will be made as per the actual quantity of work. Bill for payment will be addressed in triplicate to the Paying Authority, KSEB LTD and submitted to the consignee. Taxes will be extra as applicable at the time of billing. The payment will be released by the Paying Authority, KSEB LTD.

If the supplier fails to execute the AMC agreement on request from KSEB LTD and 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 VIII of the PO.No.TCM114/2009-10/4198 dated 30-10-2009. Also, they may be registered with the nearest Contractor's Office. (Toll free number & e-mail id of Puducherry office of M/s HCL Services Ltd is 18604251801 & [usd.p@hcl.com](mailto:usd.p@hcl.com) respectively). The Contractor shall acknowledge each call with a unique Call no: which is to be used for reference in future. A call slip may be made for each call. The Call slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in hours, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by the Assistant Engineer or by a nominee. The Contractors Service Engineer shall prepare the call service slips in duplicate. These will be signed by KSEB LTD & 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 work out 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.

## REVISION OF MAINTENANCE CHARGES:-

  
CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
S.E.BOARD, THIRUVANANTHAPURAM-4



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:-**

HCL 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 HCL is prevented from performing its function under the instrument for a period longer than six months, HCL 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 Board is situated, viz. Thiruvananthapuram alone will have jurisdiction to entertain civil suits 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

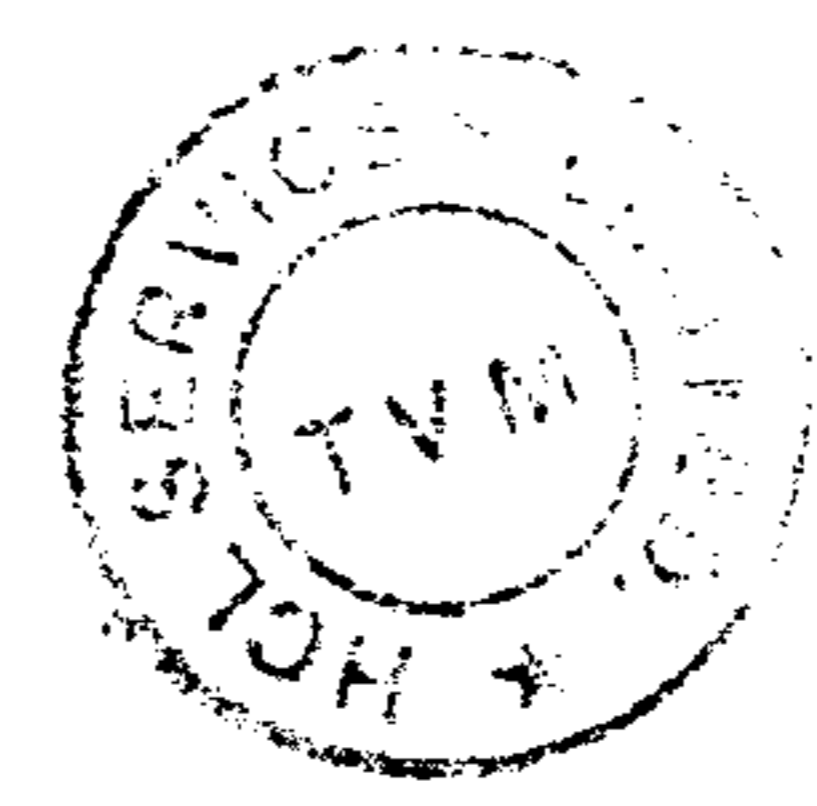
by Su. J. Baburaj ..... Chief Engineer(SCM), acting for and on behalf of the Kerala State Electricity Board LTD.

*[Signature]*  
CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT  
RD, THIRUVANANTHAPURAM-4

In the presence of:  
Witness 1. Jolly Mathias S. Supdt. O/o the CE (SCM)  
2. Jyothi. M. D, A.R., % the CE (SCM)

In the presence of  
(Contractor) R. Madhubalan HCL Services Ltd, Midland Arena, 4/84/84A 84B  
Ally Marottichuvadu jn. Edappally Cochin- 682024

Witness 1. Sobin P. Kurian  
2. Thirumal Babu



**Terms & Conditions:-**

- 1) **Taxes & Duties:-** Excise Duty and Sales Tax for item in Annexure-II are not applicable.
- 2) **Delivery Schedule:-** The ordered quantity as per Annexure-I shall be delivered to the following Consignee. The items shall be installed and commissioned within 30 days from the date of Purchase Order.

Sl.No.	Items	Qty.	Consignee
1)	Computer to function as Client with 19" TFT Monitor.	1	The Chief Engineer (PED), Vydyuthi Bhavanam, Pattom, Thiruvananthapuram.

- 3) **Amount:-** The additional contract value comes to **Rs.24,125/-** and the **total AMC amount for 3 years is Rs.2,349/-**. Please note that the price will be refixed if a fall in price occurs in the next tender invited during the delivery schedule fixed for the additional quantity.

AMC for Computers after expiry of the 3 years warranty period if required shall be executed by the Consignee/ Paying Authority.

- 4) **Agreement:-** Supplementary agreement extending the application of the terms of the original purchase order dated 30.10.2009 has to be executed in Kerala Stamp paper worth Rs.50/- in the prescribed form along with Security Deposit within 15 days from the date of this order. An amount of **Rs.1,210/-** (Rupees One Thousand Two Hundred and Ten Only) has to be deposited as security deposit. This can be in the form of Demand draft drawn in favour of Chief Engineer (TC&M), K.S.E.Board payable at Thiruvananthapuram or Bank Guarantee from a scheduled Bank other than Indus Ind Bank.

- 5) **Payment:-** 90% of basic price with 100% taxes, duties, freight charges and insurance charges will be made by the Paying Authority – the Chief Engineer (TC&M) through Board's fund after installation, testing and commissioning of the items and balance 10% after completion of the guarantee period or on production of a Bank guarantee from a Scheduled Bank, except Indus Ind Bank Limited, for an amount equivalent to 10% of the contract value valid up to the expiry of the guarantee period.

- 6) All other terms and conditions of the original order dated 30.10.2009 remain the same.

Please return copy of this amendment order attached after your attestation with seal and signature on all pages for incorporation with the original contract agreement.

CHIEF ENGINEER  
SUPPLY CHAIN MANAGEMENT

*(Handwritten Signature)*