

അടിയന്തിരം

എൽ.ആർ(ഐ.റ്റി.സെൽ) - 57176/16

ലാൻഡ് റവന്യൂ കമ്മീഷണറുടെ കാര്യാലയം  
പബ്ലിക് ഓഫീസ് ബിൽഡിംഗ്,  
തിരുവനന്തപുരം, തീയതി : 10 .07.2018

പ്രേഷകൻ

ജോയിന്റ് കമ്മീഷണർ

സ്വീകർത്താവ്

എല്ലാ ജില്ലാ കളക്ടർമാർക്കും

സർ,

വിഷയം :- റവന്യൂ വകുപ്പ് കമ്പ്യൂട്ടർവത്കരണം - കളക്ടറുകൾക്കും, താലൂക്കാഫീസുകൾക്കും വിതരണം ചെയ്ത ഫോട്ടോകോപ്പിയർ മെഷീനുകൾ - റേറ്റ് കോൺട്രാക്ട് - സംബന്ധിച്ച്.

- സൂചന :- 1 19.02.2018 ലെ ഇതേ നം. കത്ത്
- 2 M/s Kyocera Document Solutions India Pvt Ltd എന്ന സ്ഥാപനവുമായുള്ള കരാർ

സൂചനകളിലേക്ക് ശ്രദ്ധ ക്ഷണിക്കുന്നു. റവന്യൂ വകുപ്പ് കമ്പ്യൂട്ടർവത്കരണത്തിന്റെ ഭാഗമായി സംസ്ഥാനത്തെ ജില്ലാ കളക്ടറുകളിലേയും താലൂക്ക് ഓഫീസുകളിലേയും ഉപയോഗത്തിനായി M/s Kyocera Document Solutions India Pvt Ltd എന്ന സ്ഥാപനത്തിൽ നിന്നും 89 എണ്ണം KYOCERA TA2201 മോഡൽ ഫോട്ടോകോപ്പിയർ മെഷീനുകൾ ഇ ടെൻഡർ മുഖേന വാങ്ങി സൂചന 1 പ്രകാരം വിതരണം ചെയ്തിരുന്നു.

പ്രസ്തുത മെഷീനുകളുടെ പരിപാലനത്തിനായി Per Copy Rate അടിസ്ഥാനത്തിൽ ടി സ്ഥാപനവുമായി സൂചന 2 പ്രകാരം 28.04.2018 മുതൽ 27.04.2013 വരെയുള്ള 5 വർഷ കാലയളവിലേക്കായി താഴെപ്പറയുന്ന നിരക്കിൽ AMC യിൽ ഏർപ്പെട്ടിട്ടുള്ളതുമാണ്.

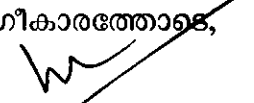
Period	Per copy AMC Rate	Coverage
28.04.2018 to 27.04.2021	24 Paise + Taxes	Repair & Service. All consumables and spare parts except Power, Paper and Staples
28.04.2021 to 27.04.2023	35 Paise + Taxes	-do-

M/s MP Associates, TC 12/2745, NCC Road, Peroorkada P O , Thiruvananthapuram -05 എന്ന സ്ഥാപനത്തെയാണ് M/s Kyocera ഇവേണ്ടി ഉപകരണങ്ങളുടെ പരിപാലനവും അറ്റകുറ്റപ്പണികളും ഏറ്റെടുത്ത് നിർവ്വഹിക്കുന്നതിനായി ചുമതലപ്പെടുത്തിയിട്ടുള്ളത്. ആയതിനായി ടി സ്ഥാപനത്തെ 0471-2431244 എന്ന ഫോൺനമ്പരിലോ salesmpassociates@gmail.com എന്ന ഇ - മെയിൽ വിലാസത്തിലോ ബന്ധപ്പെടാവുന്നതാണ്.

M/s MP Associates ഹാജരാക്കുന്ന ഇൻവോയിസിന്റെ അടിസ്ഥാനത്തിൽ ടി കരാറിലെ വ്യവസ്ഥകൾക്കനുസൃതമായി സൂചന 1 പ്രകാരം ജില്ലകളിൽ സ്ഥാപിച്ചിട്ടുള്ള മെഷീനുകളുടെ AMC ഇനത്തിലുള്ള തുക അതാത് ജില്ലാ കളക്ടർമാർ ടി സ്ഥാപനത്തിന് അനുവദിച്ചു നൽകേണ്ടതാണ്.

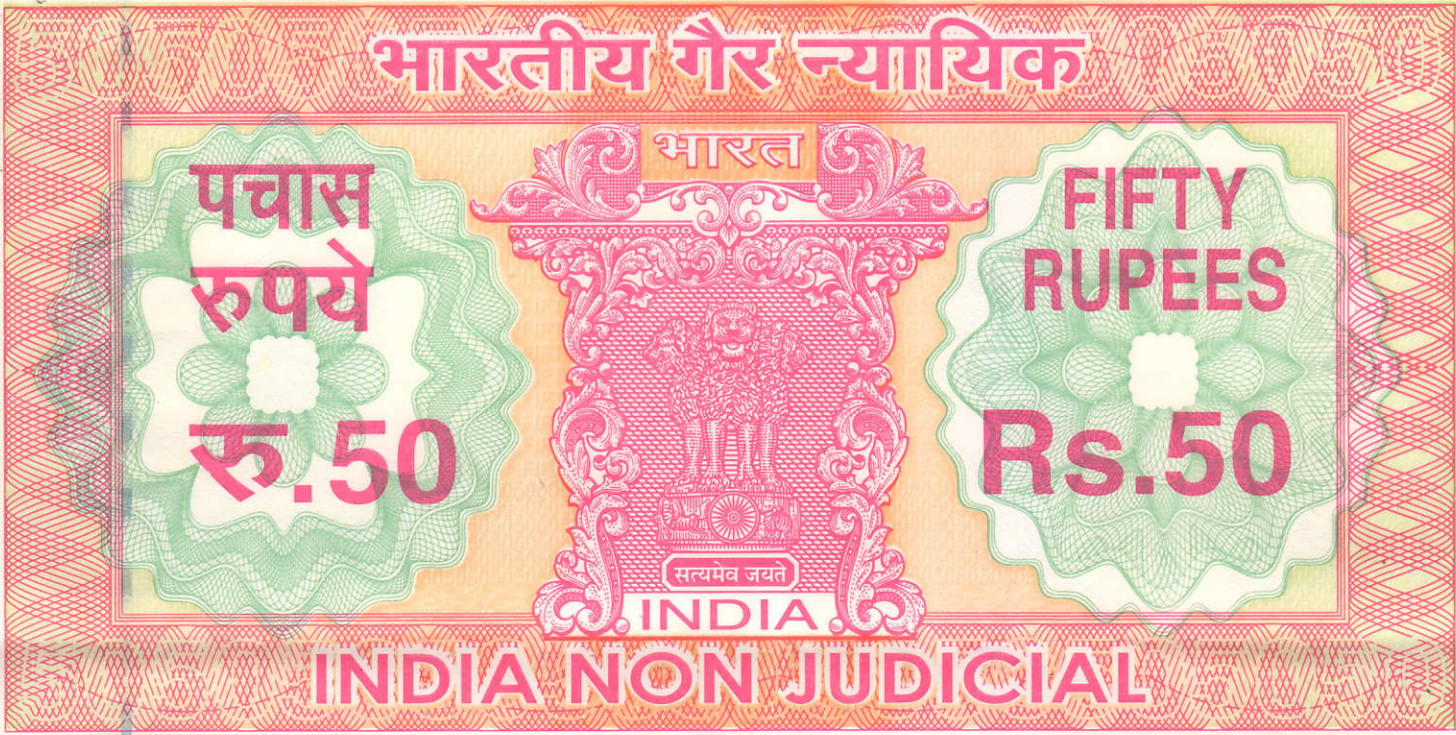
സൂചന 2 കരാറിന്റെ പകർപ്പ് ഉള്ളടക്കം ചെയ്തിരിക്കുന്നു

വിശ്വസ്തതയോടെ,  
(ഒപ്പ്)  
ജോയിന്റ് കമ്മീഷണർ

അംഗീകാരത്തോടെ,  
  
നോഡൽ ഓഫീസർ  
സ്റ്റേറ്റ് ഐ.റ്റി. സെൽ (റവന്യൂ)

1. M/s Kyocera Document Solutions India Pvt Ltd
2. M/s MP Associates





കേരളം കേരल KERALA

BM 671044

**SERVICE LEVEL AGREEMENT**

**Contract No. LR (IT Cell) – 57176/2017**

This Comprehensive Customer Care Contract (hereinafter referred to as “Agreement”) is made on ....30/..06/2018 between the following parties.

**Name and address: Joint Commissioner, Office of the Land Revenue Commissioner, Public office, Trivandrum** (Hereinafter referred to as the “Customer” or Joint Commissioner) and KYOCERA Document Solutions India Pvt. Ltd. hereinafter referred to as the Company.

The KYOCERA Document Solutions India Pvt. Ltd and the: Customer agrees that Kyocera shall provide service and maintenance of the equipments specified in this agreement, in accordance with the following service terms & conditions.

1

  
*Shibu G. Tharayil*  
Area Operations Manager

*Rosemary Iranius*

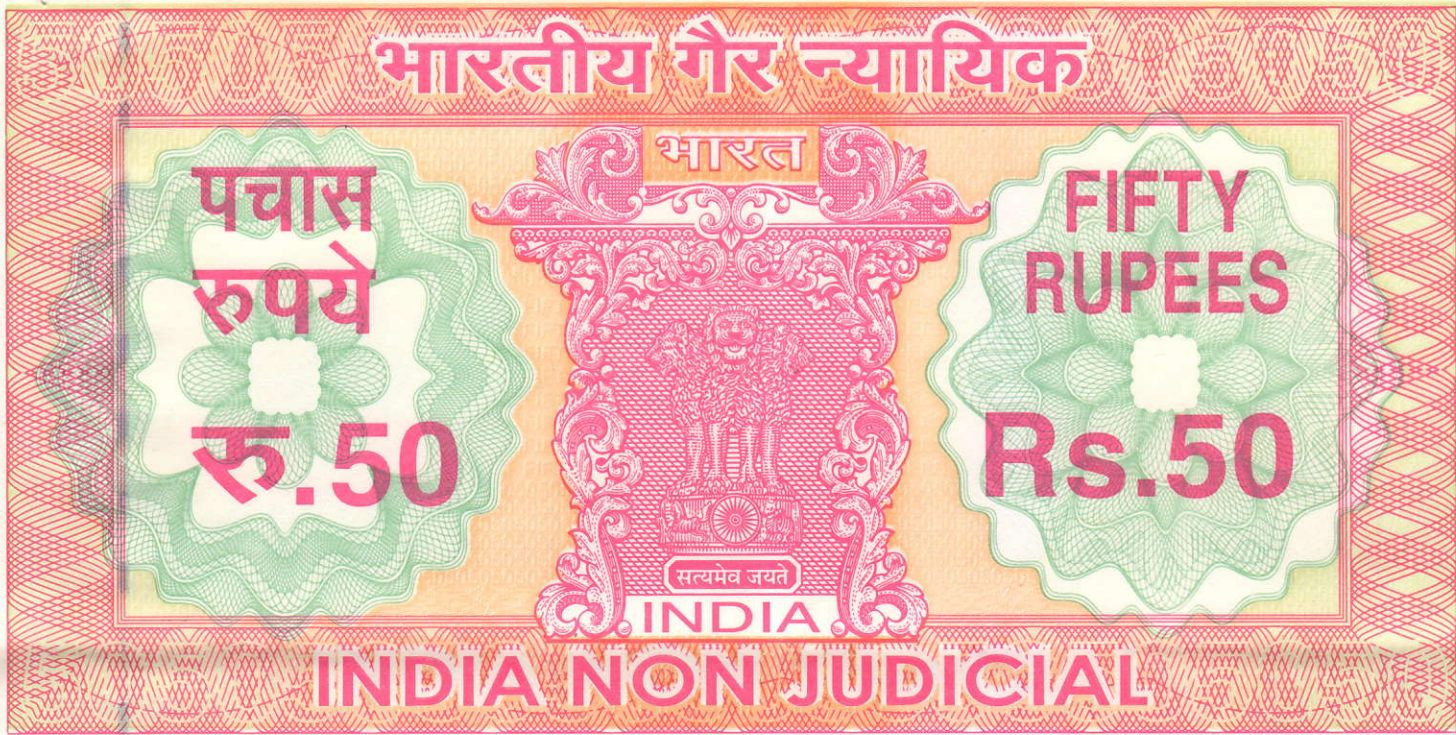
PATTOM VENDOR  
ROSEMARY IRANIUS

*N. Padmakumar*  
N. PADMAKUMAR IAS  
Joint Commissioner  
Land Revenue Commissioner  
Public Office Trivandrum  
JAN 2018

No. 13292  
5.2.2018

Kyocera Document  
Solutions India (P) Ltd.





കേരളം കേരल KERALA

BM 671045

### 1 Machine Model and Accessories

The agreement relates to the equipments listed below, hereinafter collectively or singly referred to as "Equipments."

**Machine Model No: Kyocera Taskalfa 2201 (Kyocera TA 2201) -89 Nos.**

### 2 Duration of Service

The agreement is entered in to for a period of five Years from **28/04/2018** to **27/04/2023**. This agreement can be terminated by the Joint Commissioner any time during its tenure by giving 30 days prior notice in writing.

### 3 Description of Service

The company shall provide the following services against the maintenance Charges detailed in clause 4 of this service agreement;

(a) Provide all reprographic supplies i.e. Consumables and spare parts for the Equipments, except Power, Paper, and Staples.



2

*Shim. G. Tharayal*  
*Area operations manager*

*Rosemary Iranius*

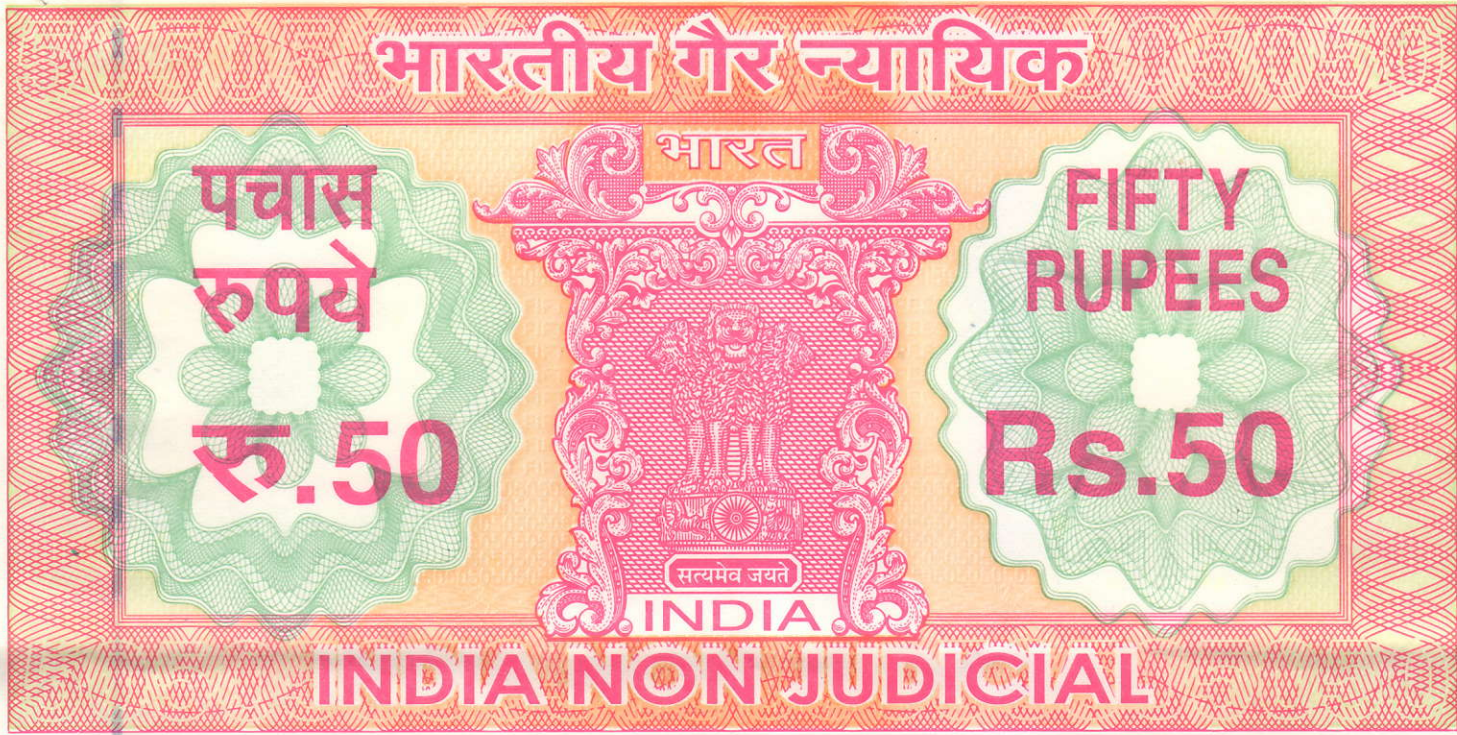
PATTOM VENDOR  
ROSEMARY IRANIUS



NO 13293  
5.2.2018

Kyocera Document  
Solutions India Pvt. Ltd.





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BM 671046

- (b) Repair and service of the equipments at the customer request within 16 working hours from time of receipt of communication from the customer during the normal working hours.
- (c) Provide training for operating the Equipments to the person nominated by the customer.

#### 4 Maintenance charges

(a) The maintenance charge agreed between the parties payable by the customer are as follows;

##### Printing/Copying Charges:

First Three Years (28.04.2018 to 27-04-2021) 24 paise + taxes per print/copy

Next Two Years (28-04-2021 to 27-04-2023) 35 paise + taxes per print/copy

(b) The charges stated in this agreement are exclusive of Sales Tax, Octroi, and any other Government levies which are payable by the customer etc. at actual.

3



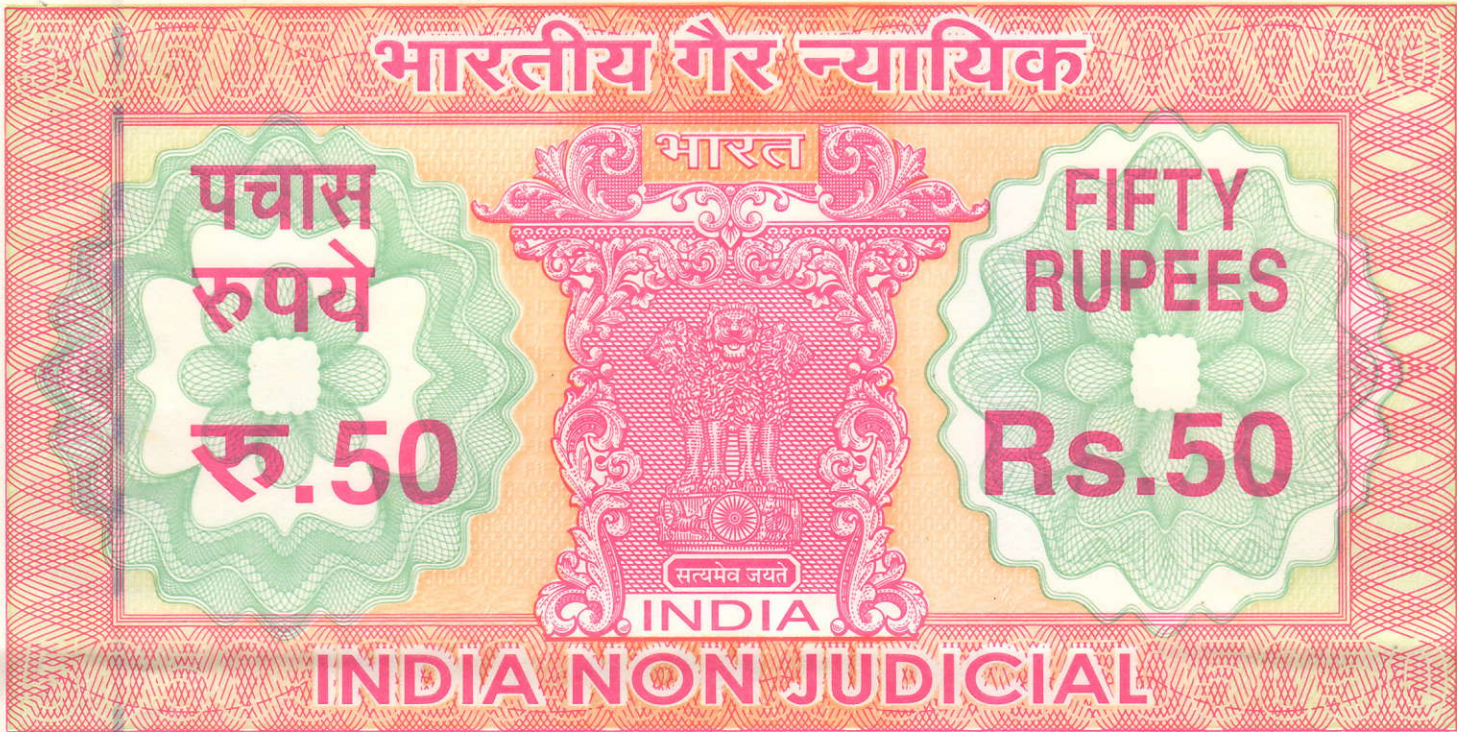
*Shri G. Manoj*  
Area Operations manager



do 13294  
5.2.2018

Kyocera Document Solutions India Pvt. Ltd.  
PATTOM VENDOR  
ROSEMARY IRANIUS





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BM 671047

(c) Address for invoicing: As per the Installation Reports

(d) In case of any variations in levies or Taxes for Central, State Government are recoverable from the customer.

**5 Install location**

The customer shall not relocate the equipments as this agreement is only in respect of the present site unless mutually agreed in writing prior to relocating.

**6 Invoicing and payments**

MP Associates, TC 12/2745, NCC Road, Peroorkada Post, Thiruvananthapuram 695005 (Hereinafter referred to as "Dealer") is the authorised dealer for sales and service for Kyocera products. So here after all the consumables and parts will be supplied and maintained by MP Associates. **They are also authorised to raise the bill for the CAMC (Per copy Rate) and receive the payment.**



4

*Shri H. H. Thiruvananthapuram*  
Area operations manager

*N. Padmanabhan*  
N. PADMANABHAN, IAS  
Joint Commissioner  
Land Revenue Commissioner  
Public Office, Thiruvananthapuram-33  
25 JAN 2018

*Rosemary Iranius*  
PATTOM VENDOR  
ROSEMARY IRANIUS

No. 13295  
5.2.2018

Kyocera Document  
solutions India (P) Ltd.



The quantity of prints indicated by the meter installed in the equipment or its software shall be conclusive proof of the prints generated by the customer in any month or months. The number of prints shall be the total prints quantity by copier.

All payments under this agreement shall be paid by the customer within seven days of invoice date. The company reserves the right to stop the services and supplies, if the payment is delayed for more than sixty days.

The Company shall submit quarterly Invoice along with the quarterly usage statement within two weeks of completion of the quarter. Payment authority will arrange to get data from all offices under it to reconcile the penalty for all equipment under AMC with the Company and will release the payment.

Statutory deductions will be recovered from the payments made to the Company.

## 7 Penalty

Penalty for completing the calls after the time as indicated in the Description of Service.

1. All the calls for maintenance including refilling or replacement cartridge/toner should be attended and rectification effected within 16 working hours from the time of call, if not, the equipment shall be substituted with standby without affecting the work.

2. The penalty shall be calculated as follows:

i. The average number of copies taken per day for the quarter shall be calculated after excluding the number of days on which the equipment was down.


ii. The average hence taken shall be used for arriving at the penalty.

iii. Penalty shall be calculated as **(average) x (number of down days) x (rate @ 24 paisa during the 3 year warranty period and @ 35 paisa thereafter)**


## 8 Customer's responsibilities

(a) The Customer shall allow the company representative during the working hours to access the equipment to take meter reading and carry out the required maintenance.

(b) The Customer shall be accountable to the company for all reprographic supplies left with the Customer, who shall ensure that such supplies are used only for the Equipments covered under this Agreement.

  
Sh. M. G. Prasad  
Area Operations Manager



  
N. PADMANABHAN IAS  
Joint Commissioner  
Land Revenue Commissioner  
Public Office, Thiruvananthapuram



(c) The Customer shall ensure that installation area has electrical outlets and steady power with exclusive dedicated power supply point and access ways etc. for installation, passages and electrical connection for the Equipments at its premises. These should be in accordance with the company's installation site requirement, indicated to the customer, is deemed to be in compliance with Government imposed safety requirements.

(d) The Customer shall pay for the repairs, adjustments or replacements caused by the Customer's use of unapproved supplies or spare parts or by the Customers negligence, willful acts or defaults. Further the Customer shall ensure that the Equipment is retained in its original configuration and form. In the event of any alteration of the Equipments or any attachments made, the Customer shall pay for repair replacement and adjustments required for restoring the Equipments to its original state.

(e) The Customer shall appoint and maintain at all times one key operator who shall be instructed free of charge by the Dealer on the use of and routine care of the Equipments. The Customer shall ensure that all key operators carry out their duties properly and operate the Equipments according to the operating instructions given to them.

## 9 Termination of the agreement


(a) If the customer is in breach of any or all the terms of this agreement including his obligation to pay charges promptly and such breach remains unremedied for over 15 days following or in the event of any change in the financial, legal or creditworthiness of the customer, the company may during the period of this agreement, suspend service and support to the customer notwithstanding anything to the contrary contained herein, without being liable in any manner to the customer of the same.

(b) Interim suspension does not affect the company's right to demand costs, damages and interests from the Customer and to dissolve the Agreement in law.

## 10 Limitations of Liabilities

(a) The company shall make every effort to perform its activities under the provisions of the Agreement such that the Equipments is kept at ready-to-use state. The company is not liable, however for any damage howsoever suffered by the Customer in particular as a result of the Equipment ceasing to work, faults or working poorly or any part thereof or as a result of delay in carrying out repairs or performing maintenance work or replacing parts unless the damage is attributable to the company intention or culpable negligence.



  
N. PADMAKUMAR IAS  
Joint Commissioner  
Land Revenue Commissioner  
Public Office, Thiruvananthapuram. 3.



(b) The company shall not be liable in any manner whatsoever to indemnify the customer for any loss or injury or liquidated damages of any kind whatever howsoever caused by, or in connection with the Equipments, use of the Equipments, or its state of repair for any damage occurred due to mishandling, lightning, voltage fluctuations, fire and natural disaster.

## 11 General terms

(a) All costs incurred by the company in effecting and safeguarding its rights both extra judicially and of a legal nature shall be for the customer's account.

(b) All disputes of differences arising between the parties in respect of these terms and conditions shall be settled by Civil Court at Trivandrum jurisdiction.

IN WITNESSES to the parties here to have caused this agreement to be executed through their authorized representatives on the day and year above written.

For the company

Signature



Name

Shiju G. Tharayil

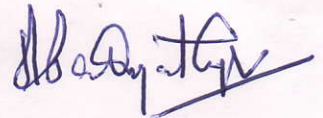
Designation

Area Operations  
Manager



For the Customer

Signature



Name

N. PADMAKUMAR IAS  
Joint Commissioner

Designation

Land Revenue Commissioner  
Public Office, Thiruvananthapuram-33

Witness:

1) Anesh Thomas



2. Pradeep G. Nair

