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**MAINTENANCE CONTRACT BETWEEN  
LAND REVENUE DEPARTMENT  
AND PCS TECHNOLOGY LIMITED FOR  
MAINTENANCE OF COMPUTER SYSTEMS AND PERIPHERALS  
FOR VARIOUS OFFICES IN DEPARTMENT**

**PREAMBLE:**

This contract is made on the 31<sup>st</sup> day of May 2014 between Land Revenue Department represented by Commissioner, Land Revenue herein after referred to as 'Department' (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 PCS Technology Limited herein after referred to as 'firm' (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. DEPARTMENT is desirous of entering into a maintenance contract with the firm for comprehensive maintenance of the computer systems and peripherals in various offices as listed in Annexure I

K.M. PHILOMINA  
E.S.R.Q. VENDOR



23-8-2011

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PCS Technology Ltd  
Palarivattom, Kochi



2. FIRM is desirous of renting such services under terms and conditions as per this contract.

### CONTRACT:

Firm agrees to maintain systems and peripherals as listed in Annexure I 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 firm, the AMC will be valid for the period

**01.04.2014 TO 31.03.2015 (One year)**

### I. SCOPE OF SERVICES:

PCS Technology Limited agrees to provide the following services under the contract to keep the systems & peripherals in good working order.

- A. All the Hardwares as per Annexure I in the Land Revenue Commissionerate, State Land Board, District Collectorates, R.D.O's offices, Taluk Offices, Village Offices and the special offices are under the scope of this contract.
- 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 technically equivalent or higher in performance. Whether a defective item or components is to be replaced or repaired shall be at the sole discretion of **PCS Technology Limited**. In the case of a part, the defective part removed from the system will become the property of **PCS Technology Limited**.
- C. Operating System (OS 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 update, device drivers, and System configuration and will be attended & rectified by **PCS Technology Limited**.



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- D. Antivirus Support: Antivirus software and license will be provided by the Department. The maintenance, cleaning and updation is the responsibility of **PCS Technology Limited**.
- E. System should be made operational by installing the OS and antivirus and related peripherals.
- F. The contract does not include consumables and supply items such as ribbons, media, magnetic tapes, cartridges, printer heads, Fuser assembly floppy diskettes, computer stationery, UPS battery and CDs.
- G. New equipments purchased by the Department will be included in the scope of AMC. **PCS Technology Limited** to inform the date of expiry with proof to include the items under scope of AMC. Till such communication, such hard wares will be treated as under normal warranty/Guarantee and maintenance will not be the responsibility of **PCS Technology Limited**.
- H. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from **PCS Technology Limited** or any other vendor and upgraded, will be included in the agreement with **PCS Technology Limited** as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period
- I. Any work related to AMC but not specified in the scope of the agreement such as ribbon replacement, printer head replacement, will be the responsibility of **PCS Technology Limited**. Consumables mentioned in Clause F will be provided by the Department and installation and maintenance at no additional cost will be the responsibility of **PCS Technology Limited**.

## II. TERMS:

1. The AMC rates mentioned in this contract will be valid for one year period from 01.04.2014.
2. System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer heads, Fuser unit, printer bands, floppy diskettes, computer stationery & CDs. Maintenance of UPS batteries and Printer Heads will be as per conditions of the contract.



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3. New equipments purchased from **PCS Technology Limited/Any other Vendor** will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty.
4. The new upgraded items (Memory, HDD, MM Kit etc.) purchased from **PCS Technology Limited** or any other vendor and upgraded into the existing AMC system, will be included in AMC with **PCS Technology Limited** as soon as warranty expires or after the expiry of the common date of warranty of upgraded items.
5. For downtime calculation, the time on which the call registered and closed will be taken as part of downtime and the days will be worked out using the formula [ (closed time-reported time) /24] excluding 24 hours for each intervening holiday. If the User is not able to hand over the system to **PCS Technology Limited** engineer for maintenance purpose, such time will not be considered for the down time penalty. If a standby system with equivalent configuration is provided, it should be replaced with the original item within 30 days. Downtime will be calculated only after 30 days in such cases. If the substitute is not replaced with the original, Department reserves the right to charge penalty as per the terms in the contract.
6. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
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, rat cuts and other natural calamities.
8. At each location, Department will keep a logbook of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location). This record will be signed by **PCS Technology Limited** service engineer and the respective Department/ representative.
9. The equipment will be handed over to the Department after the AMC period in good working condition.
10. Any new hardware will be brought into maintenance through a written intimation. The new hardware will be inspected by **PCS Technology Limited** and its maintenance will be taken up after acceptance of the same. In case Land Revenue Department decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to **PCS Technology Limited**.
11. Quarterly preventive maintenance should be done by **PCS Technology Limited**.



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12. Equipments which cannot be repaired and technically obsolete should be removed from AMC after collecting detailed report from the Service Engineer that it is beyond any scope for repair and physical inspection and report from the District IT Cell Co-ordinator. However the final decision on this matter rests with the department.
13. To monitor the maintenance activity and to discuss other related matters, monthly meetings between the Department and **PCS Technology Limited** will be held.

### III. SERVICE ASSURANCE:

Maximum acceptable downtime for all systems and peripherals except for servers will be 24hrs for all locations and for servers it is 12 hours for all locations (as per the clauses of General Instructions and Special Conditions of Tender).

### IV. PENALTY:

#### 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 117/-per day
For Laptops	- Rs 78/-per day
For PCs	- Rs 13/-per day
For Printers	- Rs 13/-per day
For Scanners	- Rs 5/-per day
For Switches	- Rs 13/-per day

#### For U.P.S

Below 1 KVA	- Rs 10/-per day
Below 3 KVA	- Rs 60/-per day
Below 5 KVA	- Rs 120/-per day
Below 10 KVA	- Rs 240/-per day
Below & including 30 KVA	- Rs 400/-per day

The supplier shall ensure an uptime of 99. % for all computer systems and peripherals.



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**Note :**

1. Maximum Penalty per day will be limited less or equal to the AMC charges of the items specified.
2. 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.
3. Whenever the system and peripherals cannot be repaired on site within the specified limits, the vendor will have the option to provide a standby equipment of matching specification of the equipment supplied under the contract. This will be replaced within the period of maximum 30 days with the same equipment after repair or with an equipment of same make/ model of the equipment supplied under the contract. All such replaced equipments will also come under the clauses of the existing AMC.

**V. AMC CHARGES:**

The annual AMC charges for the various equipment at a flat rate irrespective of type, make, model and location would be as follows:

- For Servers - Rs 5850/-
- For Laptops - Rs 3900/-
- For PCs - Rs 650/-
- For Printers - Rs 650/-
- For Scanners - Rs 260/-
- For Switches - Rs 650/-

**For U.P.S**

- Below 1 KVA - Rs 500/-
- Below 3 KVA - Rs 3000/-
- Below 5 KVA - Rs 6000/-
- Below 10 KVA - Rs 12000/-
- Below & including 30 KVA - Rs 20000/-

**VI. PAYMENT TERMS:**

1. PCS Technology Ltd will submit quarterly bill along with the downtime statement within two weeks of completion of the quarter. Payment Authority will arrange to get data from all districts to reconcile the penalty for all equipment under AMC with PCS Technology Ltd and will release the payment. However, if due to any reasons, Payment Authority is unable to reconcile the penalty amount,



80% of the total amount or amount equal to last quarterly payment, whichever is less, will be released. The balance 20% or remaining amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarterly bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next quarterly bill or from the Security Deposit/Bank Guarantee.

2. Statutory deductions will be made from the quarterly payments made to **PCS Technology Limited**.

## VII. CALL REGISTRATION AND COMPLETION:

All the maintenance calls will be logged using the System Maintenance Register/HaMoS (On-line software for the maintenance of Computers and Peripherals in the Department) Also they may be registered with the Service Engineer posted in the district and to the centralized Help Desk of PCS in the number **0471-3225545**. The supplier 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 respective staff of dept who logged call or by a representative of the Department. PCS Technology Ltd shall prepare the call service slips in duplicate. These will be signed by Department & PCS Technology Ltd. One copy will be given to the user and one copy will be retained by PCS Technology Ltd. The entries in the System Maintenance Register may also be completed based on the entries of the Call Sheet after closing the call. If online call log in facility is available the computerized system may also be followed to register a call.

## VIII. FORCE MAJEURE:

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.

## IX. 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.



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**X. GENERAL PROVISIONS:**

This contract 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. All disputes relating to this agreement shall be subject to the jurisdiction of courts in Trivandrum only.

FOR AND ON BEHALF OF THE  
LAND REVENUE DEPARTMENT

Signature:



Name:

Designation: Commissioner of Land Revenue.

FOR AND ON BEHALF OF THE  
PCS TECHNOLOGY LTD

Signature:

Name: Suresh R



In the presence of

Name:

Signature:

**C.V. SAJJAN**  
Asst. Commissioner (LA) &  
Special Officer (Land Revenue)  
Commissionerate of Land Revenue  
Thiruvananthapuram

In the presence of

Name: L Ajith

Signature:

**WHEREAS:**

1. DEPARTMENT is desirous of entering into a maintenance contract with the firm for comprehensive maintenance of the computer systems and peripherals of various offices as stated in Annexure I

