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5000 INR

B 857484

ANNUAL MAINTENANCE CONTRACT

PREAMBLE:

This contracts made on the --- day of ----- 2020 between Land Revenue Department represented by Commissioner, Office of the Commissioner, Land Revenue, Thiruvananthapuram-695033, for and on behalf of the Governor of Kerala 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 M/s. Inspirisys Solutions Limited a Company registered under the Companies Act, 1956 and having its Registered office at Inspirisys Solutions Limited, First Floor, Dowlath Towers, New Door No.s : 57, 59,61 & 63 Taylors Road, Kilpauk , Chennai – 600 010and its branch office at TC-17/27, Jera-20, Jagathy, Trvandum-695 014, (hereinafter referred to as the 'FIRM' which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its successors and assigns) represented by Shri.Manoj.G the Regional Service Delivery Manager of the OTHER PART.

Hereinafter, the DEPARTMENT and the FIRM are referred individually as "Party" as applicable to the context thereto and collectively as "Parties".

No. 23046 Date 17/07/2020
Value of Rs 5000/-
Sold To

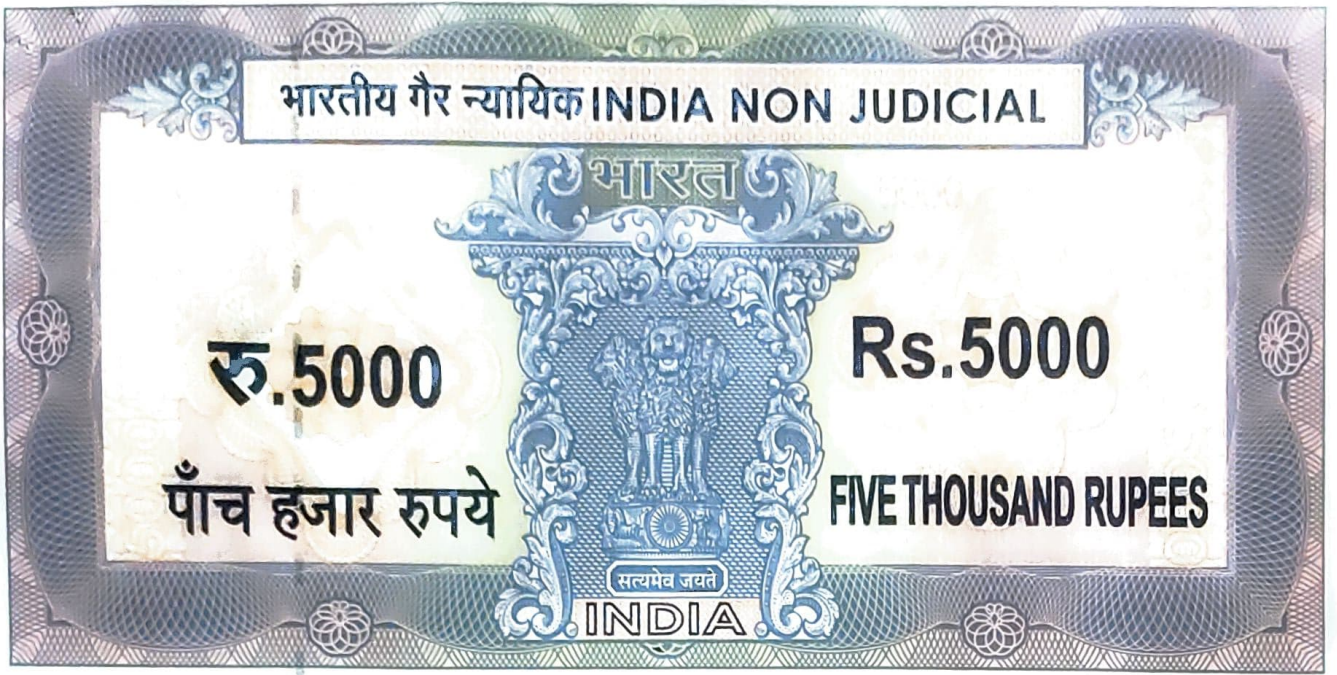
JAYAKUMAR G
Stamp Vendor
High Court of Kerala
Ernakulam



INSPIRISYS SOLUTIONS LTD
Kochi-18

Ma Manoj G





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WHEREAS:

1. DEPARTMENT is desirous of entering into an annual maintenance contract with the firm for comprehensive annual maintenance of the computer systems and peripherals in various offices as listed in Annexure I. As per the directions stipulated in Government order No. 339/2019/Fin dated 02/09/2019, the head of the department has been granted necessary administrative authority by the Government to award the Annual Maintenance Contract to the firm. Therefore, the Commissioner of Land Revenue has accorded sanction for the AMC and issued work order with No.LR (IT Cell) 7483/2019 dated 06-08-2020 which will form part of the agreement.
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, this Annual Maintenance Contract will be valid for the period from 11-08-2020 to 10-08-2021 (One year).

No. 23017 Date 11/08/2020

Value of Rs. 5000/-

Sold To

JAYAKUMAR G
Stamp Vendor
High Court of Kerala
Ernakulam



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SCOPE OF SERVICES:

Firm agrees to provide the following services under the contract to keep the systems & peripherals in good working Condition.

- A. All the Hardware as per Annexure I in the Land Revenue Commissionerate, State Land Board, District Collectorates, Revenue Divisional Offices, Taluk Offices, Village Offices and other Special Offices under the Land Revenue department are under the scope of this contract.
- B. On call/log from the Department, corrective and remedial maintenance service will be made by the Firm 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 Firm. In the case of a part, the defective part removed from the system will become the property of Firm.
- 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 etc. will be attended in time and rectified by Firm.
- D. Antivirus Support: Antivirus software and license will be provided by the Department. The maintenance, cleaning and updation is the responsibility of Firm.

No 23048 Date 19/09/2020
Value of Rs 500/-
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High Court of Kerala
Ernakulam

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- 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, UPS battery, Laptop battery, Laptop adaptor and CDs.
- G. New equipments purchased or existing equipments repaired later by the **Department** will be included in the scope of AMC. **Firm** to inform the date of expiry with proof to include the items under scope of AMC. Till such communication, such hardware will be treated as under normal warranty/Guarantee and maintenance will not be the responsibility of **Firm**.
- H. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from **Firm** or any other vendor and upgraded, will be included in the agreement with **Firm** 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 replacement of printer head, ribbon etc purchased by dept will be the responsibility of **Firm**. Consumables mentioned in Clause F will be provided by the Department and installation and maintenance at no additional cost will be the responsibility of **Firm**.

No 23019 Date 17.09.2020
 Value of Rs 500/-
 Sold To

JAYAKUMAR G
 Stamp Vendor
 High Court Kerala
 Ernakulam



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TERMS:

1. The AMC rates mentioned in this contract will be valid for one year period from 11-08-2020. This contract may be initially for a period of One year and will be extended for further periods with same terms and conditions, provided Department is satisfied with the services of the company or on the terms & conditions mutually agreed by Department and the company.
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.
3. New equipments purchased from Firm/Any other Vendor will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty. Any equipment got repaired later by the **Department** will also be included in the AMC
4. The new upgraded items (Memory, HDD, MM Kit etc.) purchased from **Firm** or any other vendor and upgraded into the existing AMC system, will be included in AMC with **Firm** as soon as warranty expires or after the expiry of the common date of warranty of upgraded items.

No. 23050 Date 17.09.2020
Value of Rs. 500/-
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JAYAKUMAR G
Stamp Vendor
High Court of Kerala
Ernakulam



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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 the 24 hours after the call being registered and intervening holidays if any. If the User is not able to hand over the system to Firm engineer for maintenance purpose, such time will not be considered for the down time penalty. If a standby system with technical 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 within 30 days, 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 from the very beginning.
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.

2205F DATE 8/9/20

NAME OF RE...
 ADDRESS TO...


 M.H. ANANDAVALLY
 DISTRICT ENGINEER
 ERNAKULAM



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INSPIRISYS SOLUTIONS LTD
 KOCHI-18



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INDIA NON JUDICIAL

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- 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 **Firm** service engineer and the respective Department/representative.
- The equipments will be handed over to the Department after the AMC period in good working condition.
- Any new hardware will be brought into maintenance through a written intimation. The new hardware will be inspected by **Firm** 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 **Firm**.
- The rates applicable for the equipment's under AMC or FMS services of the contractor are as indicated in Annexure-I. **Department** can change the equipment's by way of adding/removing as per the requirement of the end user and the value of the equipment being added/removed over as per the clause of AMC charges (Annexure I). The same rates shall be used for add/remove a new hardware under AMC or FMS in future.



22656 8/9/20

NAME OF RE...

OLD TO ...

M. N. ARANDAVALLY
DISTRICT COURT KERALA
ERNAKULAM

INSPIRISYS SOLUTIONS LTD
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12. Quarterly preventive maintenance should be done by the Firm and recorded in the Log Book/ digital record kept in the Department.
13. 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 the 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.
14. To monitor the maintenance activity and to discuss other related matters, monthly meetings between the Department and Firm will be held at the Commissionerate of Land Revenue.
15. Any physical damage to the system would not be covered under the scope of this contract and it will be discussed mutually on case to case basis.

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SERVICE ASSURANCE BY THE FIRM:

Maximum acceptable downtime for all systems and peripherals except for servers will be 24 hours 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).



22657 8/9/20
 NAME OF THE FIRM
 HELD TO

M. A. ANANDAVALLY
 DISTRICT COURT VENKUDU

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AMC CHARGES:

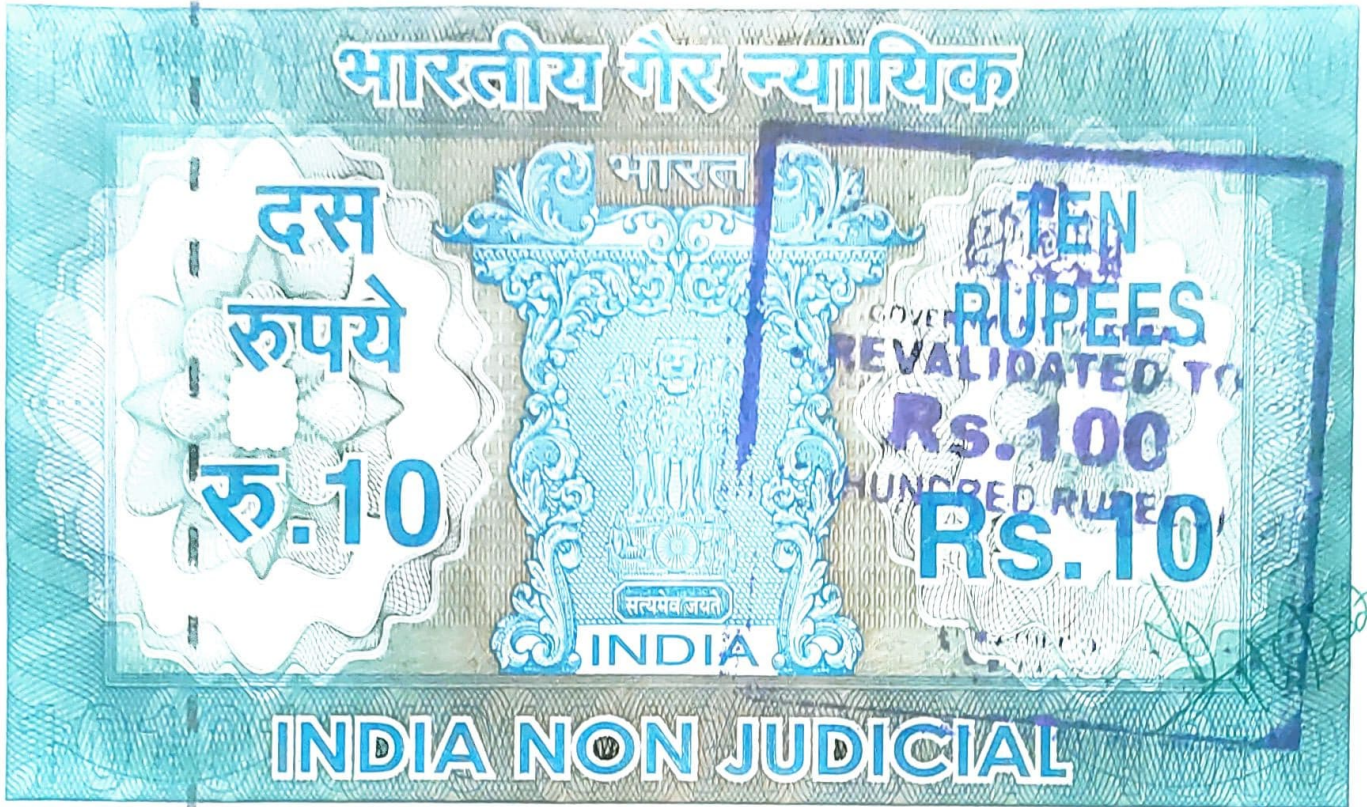
The annual AMC charges for the various equipment at a flat rate exclusive of taxes irrespective of type, make, model and location would be as follows (ANNEXURE I):

Sl No	Item Description	Qty (Approx.)	Unit Rate	Total Amount for 1 Year
	Computers			
1	Server	64	5000.00	320000.00
2	Desktop	3604	1700.00	6126800.00
3	Laptop	118	3500.00	413000.00
4	Printers	1793	1000.00	1793000.00
5	Scanners	135	400.00	54000.00
6	Switches	398	500.00	199000.00
	UPS			
7	600VA	16	380.00	6080.00
8	1KVA	559	1090.00	609310.00
9	2KVA	15	1900.00	28500.00
10	3KVA	14	2280.00	31920.00
11	5KVA	41	5500.00	225500.00
12	10KVA	40	8680.00	347200.00
13	15KVA	3	14810.00	44430.00
14	20KVA	3	18990.00	56970.00
15	30KVA	4	27850.00	111400.00
	Total			10367,110.00



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M. N. ANANDAVALLEY
PRINT COURT VERGODE



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PENALTY

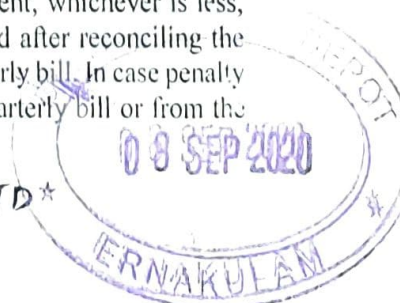
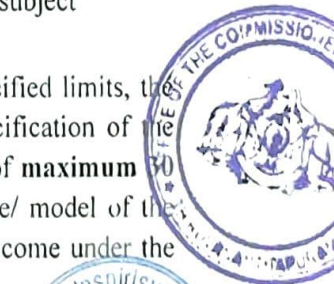
(DOWNTIME PENALTY)

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

1. All the works should be attended within 4 hours of the first call and rectification effected within 24 hours, if not, to be substituted with standby equipment without affecting the work.
2. 8% of the annual AMC charges for each day of downtime after the initial 24 hours subject to a maximum of quarterly AMC charges of the item for any hardware or OS issue.
4. 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 equipment supplied under the contract. This will be replaced within the period of **maximum** 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 equipment's will also come under the clauses of the existing AMC.
5. The Firm shall ensure an uptime of 99% for all computer systems and peripherals.

PAYMENT TERMS:

1. Firm will submit quarterly bill along with the quarterly 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 Firm and will release the payment as early as possible. 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.



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VALUE OF
SOLD TO

M. N. RAMAKAVALLY
MUNICIPAL SOCIETY VENDOR
MURKUNJAP

INSPIRISYS SOLUTIONS LTD*

KOCHI-18

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RUPEES

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RUPEES
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2. Statutory deductions will be recovered from the quarterly payments made to the Firm. 31AA 348358
3. Department in consideration of Services provided by Firm under this agreement shall pay total services fee for AMC of Rs. 1,03,67,110/- exclusive of taxes (Rupees One crore Three lakh Sixty Seven thousand One hundred and Ten only) for providing the services under this Agreement for a period of one year from 11-08-2020 as per work order no. LR (IT Cell) 1483/2019 dated 06-08-2020.
4. Taxes are applicable on the total AMC charges or the part thereof at the prevailing rates.

CALL REGISTRATION AND COMPLETION:

All the maintenance calls will be logged using the IT Asset Management & Ticketing System (On-line software for the maintenance of Computers and Peripherals in the Department) and a hard copy of the same as system maintenance register. Also they may be registered with the Service Engineer posted in the district and to Help Desk of Inspirisys Solutions Ltd in the following details.

1. Trivandrum & Kollam
Phone Number: 8921773255.
Email ID: helpdesk_tvm@inspirisys.com
2. Kottayam & Pathanamthitta.
Phone Number: 0481-2584971.
Email ID: helpdesk_ktm@inspirisys.com
3. Ernakulam, Idukki & Alappuzha.
Phone Number 0484 2381755/2361939.
Email ID: helpdesk_chn@inspirisys.com
4. Thrissur, Palakkad.
Phone Number 0487-2021083.
Email ID: helpdesk_tsr@inspirisys.com
5. Malappuram, Kozhikode, Kannur, Wayanadu & Kasaragod
Phone Number 0495- 2367633/34



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INSPIRISYS SOLUTIONS LTD

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भारतीय गैर न्यायिक

Email ID: helpdesk_cit@inspirisys.com

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GOVERNMENT OF INDIA
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(HUNDRED RUPEES)
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INDIA NON JUDICIAL

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. Firm shall prepare the call service slips in duplicate. These will be signed by Department & Inspirisys Solutions Ltd. One copy will be given to the user and one copy will be retained by Inspirisys Solutions 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.

31AA 348359

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.

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.

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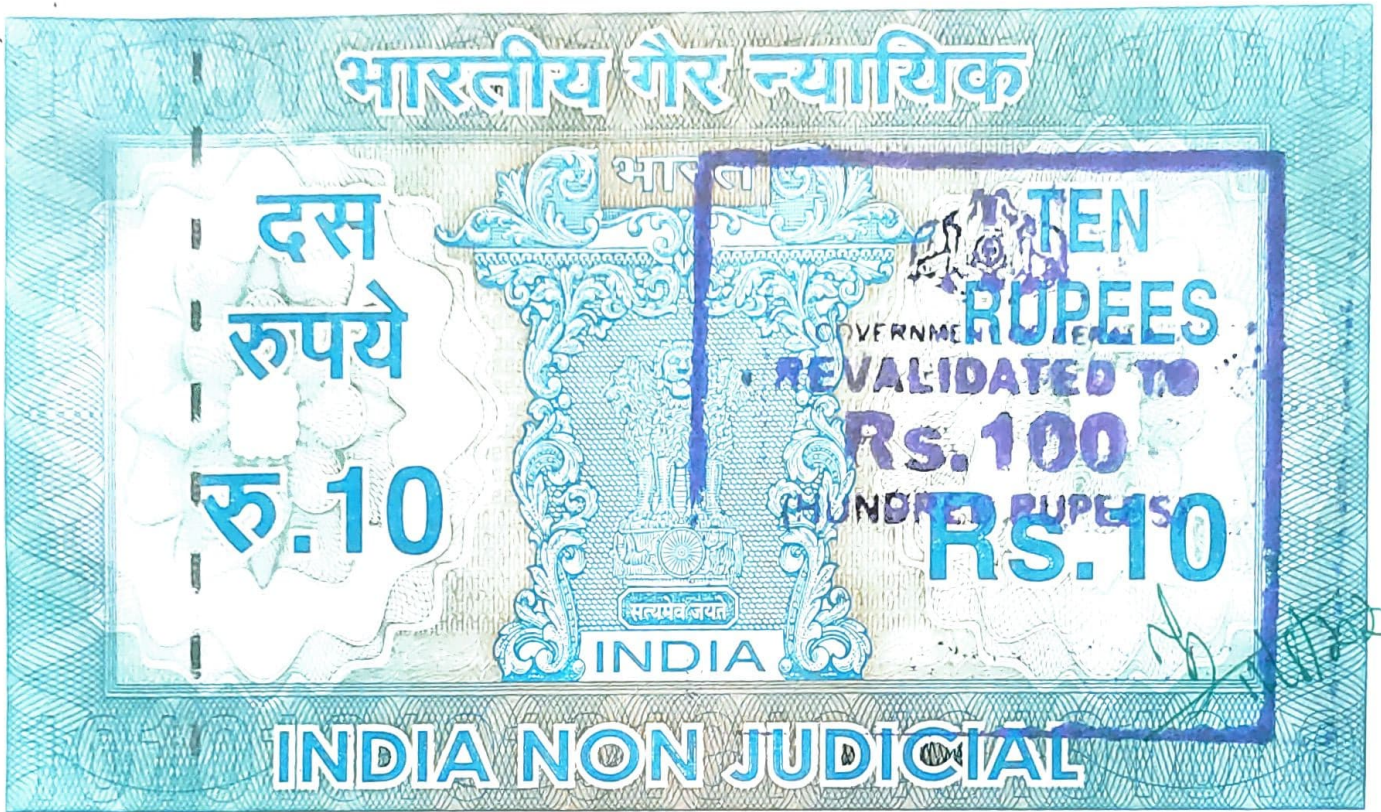
M. N. ANANDAVALLY
DIRECTOR



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Dispute & Arbitration

Any dispute and/or difference or claim arising out of or pertaining to this Agreement, shall first be resolved by the parties through negotiations involving senior management. The Courts in Thiruvananthapuram shall have exclusive jurisdiction to decide interim measures under the Arbitration and Conciliation Act, 1996.

Resource Hiring

Department should not agree to any contractual or employment relationship with any of the Firm resources during contract period or up to one year after contract expiry termination of the contract.

Termination

If either party fails to perform any of its material obligations under this Agreement (the "Defaulting Party"), the other party (the "Aggrieved Party") may give a written notice to the Defaulting Party specifying defaults having occurred and stating that the Defaulting Party has failed to perform its obligations under this Agreement, and stating that the Aggrieved Party intends to terminate this Agreement in the event of continued default. In the event that any default so specified is not remedied within ninety (90) days after giving such written notice, the Aggrieved Party may terminate this Agreement.

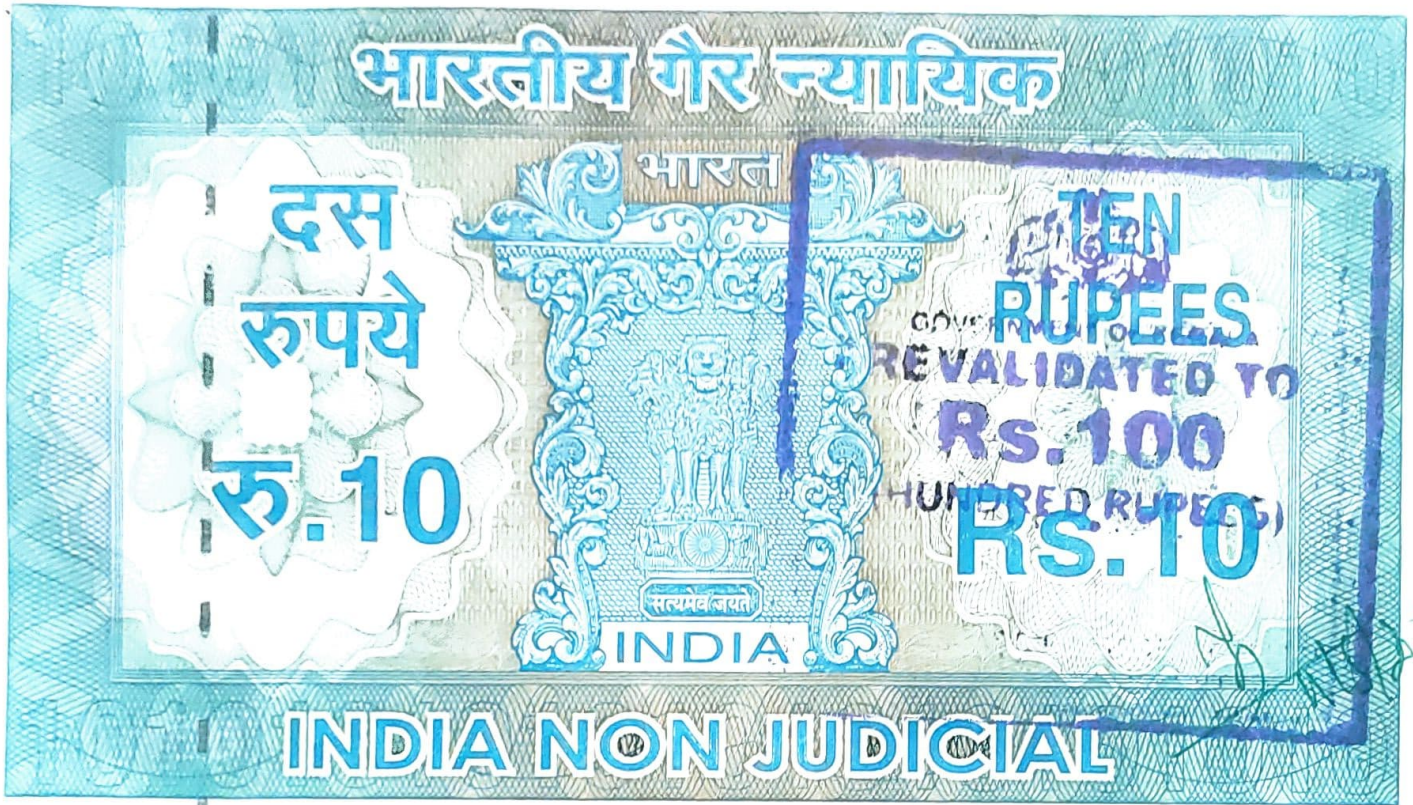
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 [Handwritten signature]



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Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of India

Confidentiality

Neither Party shall disclose any confidential information to third Parties, and shall use their best efforts to ensure that their directors, officers, employees, contractors and suppliers keep secret all proprietary information disclosed to them by either of the Parties, including without limitation, documents marked confidential, technical unpublished information, except as may be authorized in writing by the disclosing party. In addition a Party may disclose confidential information to Government authorities who have requested the same, on condition that the Party consults with the other Party prior to making any such disclosures and specifies to the relevant Government authority that the information is confidential. Each Party agrees to take all reasonable precautions to maintain confidentiality of all information received, which shall not be less than the precaution it takes to protect its own information. Should it become aware of breach of confidentiality it shall promptly inform the other Party thereof and take appropriate measures.

Technical Rights And Ownership

Firm would deliver services as per Annexure I and required monitoring and management rights to be provided by Department. However, Firm will not own any issues falling outside the scope of services. Department to own the entire assess privileges/ password credentials / software license details for all critical Devices, Business applications and Databases.

Entire Agreement

This Agreement and the SLA constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, between the Parties hereto, relating to such matters.

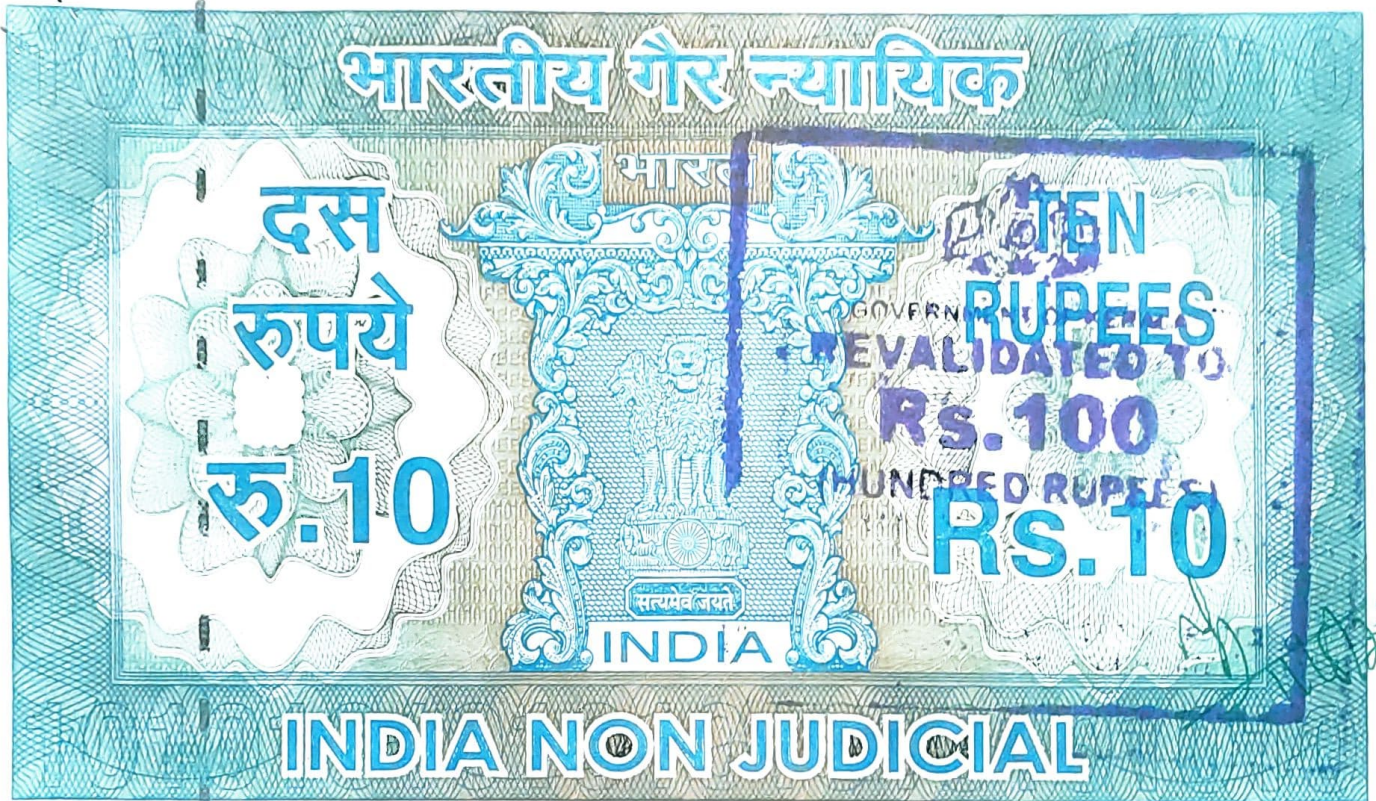
23 SEP 2020
OFFICE OF THE
SECRETARY

M. A. ...
SECRETARY



INSPIRISYS SOLUTIONS
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Amendments

To be effective any modifications of the terms and conditions of this Agreement shall be in writing and signed by authorized representative of both the Parties.

Relationship of Parties

Nothing in this Agreement shall constitute or be deemed to constitute a corporation, partnership, joint venture, consortium or any agency between the Parties. Neither Party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

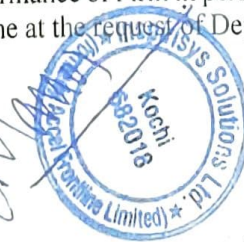
Limitations of Liability

Notwithstanding anything stated in this agreement, the remedies of Firm set forth herein are exclusive and the liability of Firm with respect to any of the services covered by or furnished under or in connection with this agreement, except for gross negligence, willful default, breach of confidentiality, fraud, third party claims or indemnity provisions contained herein, shall not exceed the contract value specified in this agreement.

Indemnification

Firm agrees to indemnify and hold Department and its directors, officers and employees harmless against any legal action, claims, or investigations including but not limited to intellectual property infringement as made by third Parties arising out of the conduct or during the performance of Firm in performing its services here under unless such activity or activities are required by or done at the request of Department.

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Force Majeure

Firm will not be liable to the Client for the consequences of any delays or failure in performance caused by any event beyond Firm 'S reasonable control, including without limitation, acts of God, fire, flood, accident, strike, war, terrorism, labour problems, riots, earthquakes, theft, storm, lightning, over voltage, rat bite and other natural calamities.

For and on behalf of the
Land Revenue Department

Signature: *C.A. LATHA*
C.A. LATHA, IAS
COMMISSIONER, LAND REVENUE
PUBLIC OFFICE
THIRUVANANTHAPURAM - 695033

Designation: Commissioner of Land Revenue.

In the presence of

Name:

Signature:



For and on behalf of the
Inspirisys Solutions Ltd

Signature: *Manoj G*
Name: Manoj.G

Designation: Regional Service Delivery Manager

In the presence of

Name: *JOHNNY THOMAS*

Signature: *J.P.*

