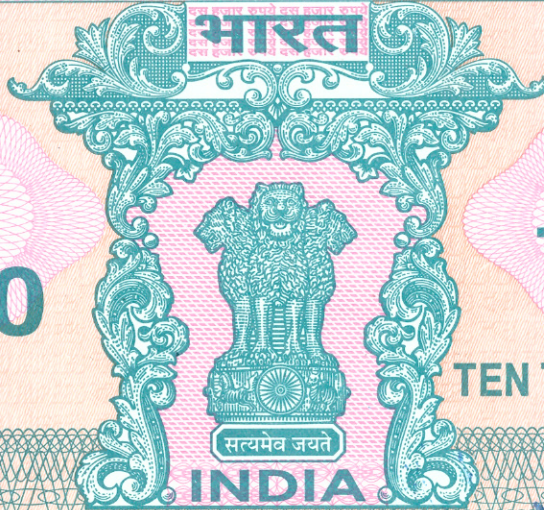


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ANNUAL MAINTENANCE CONTRACT

PREAMBLE:

This contracts made on the 1st day of January 2021 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. Puthur Infotech Private Limited a Company registered under the Companies Act, 1956 and having its Registered office at No. 54/561B, Kumaranasan Nagar, Kadavanthra, Kochi 682 020 Kerala and its branch office at TC 24/158, Sasthankovil Road M.G. Radakrishnan Road, PO, Thycaud, Thiruvananthapuram, Kerala 695014 (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 Sri. Harikrishnan.K, the Business 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".

For PUTHUR INFOTECH PVT.LTD.



Business Manager

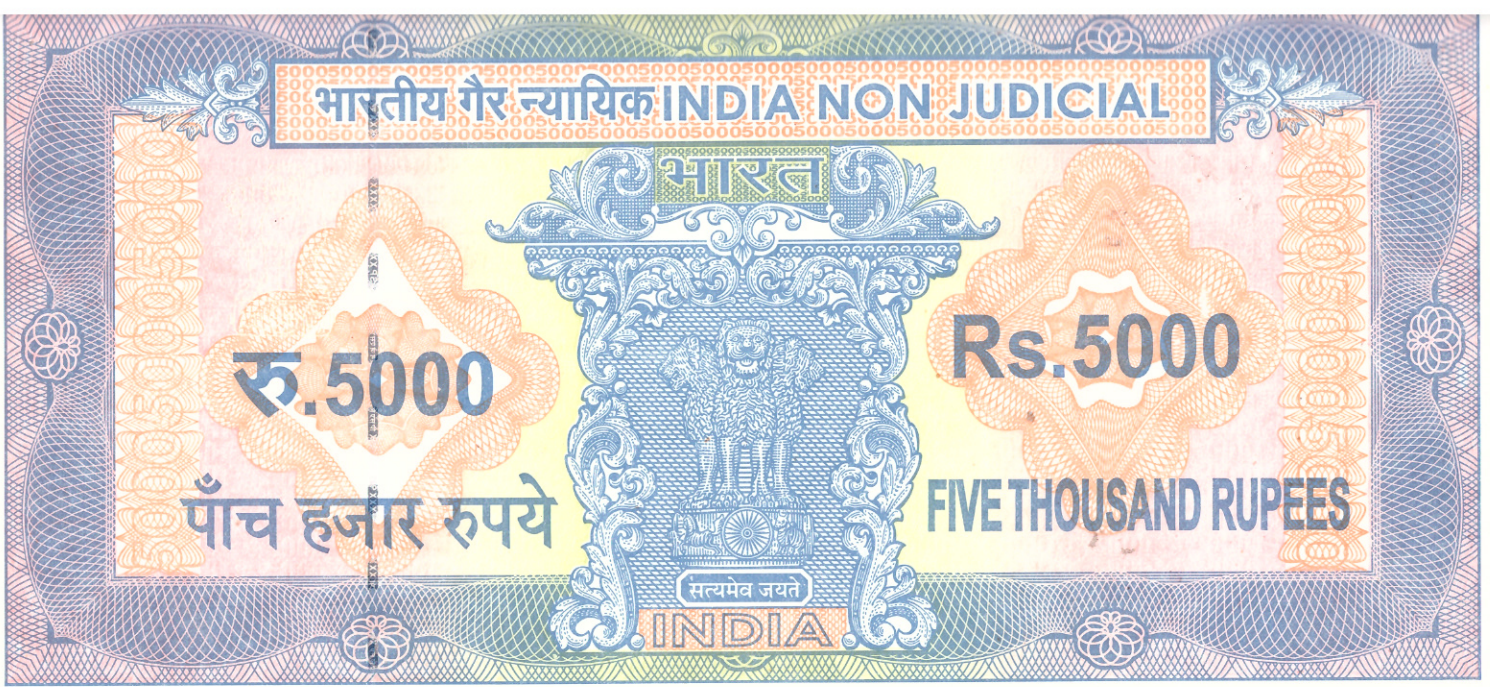
53721 2-12-21

Date

JAYADEVI. P. S.
District Court, Vellore

Puthur Infotech Pvt Ltd
Kadavanthra.





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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. L.R/100/2021/ITCELL7 dated 30-11-2021 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, the AMC will be valid for the period from ~~20-12-2021 to 19-12-2022 (One year).~~

X 1-1-2022 to 31-12-2022 (One year)

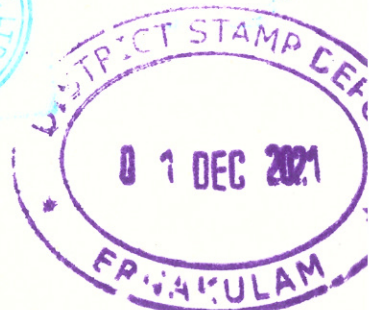
SCOPE OF SERVICES:

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

For PUTHUR INFOTECH PVT.LTD



Business Manager



Puthur Infotech Pvt Ltd.
Kadavanthra.

JAYADEVI P. B.
District Commr. Vengaloor
Ernakulam

- 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 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**.
- 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**.

TERMS:

- 1. The AMC rates mentioned in this contract will be valid for one year from 01-01-2022. 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.



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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.
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 $[(\text{closed time} - \text{reported time}) / 24]$ 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 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 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.
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 **Firm** service engineer and the respective Department/representative.
9. The equipments 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 **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**.
11. The rates applicable for the equipment's under AMC or FMS services of the contractor are as indicated in Annexure-1. 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 1). The same rates shall be used for add/remove a new hardware under AMC or FMS in future.
12. Quarterly preventive maintenance should be done by the **Firm** and recorded in the Log Book 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.



x *[Signature]*

15. Any physical damage to the system would not be covered under this contract and it will be discussed mutually on case to case basis.

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 12hours for all locations. (as per the clauses of General Instructions and Special Conditions of Tender).

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	5200.00	332800.00
2	Desktop	2897	1200.00	3476400.00
3	Laptop	2341	2200.00	5150200.00
4	All in One	10	2000.00	20000.00
	Printers			
5	Multi Function Printer	1479	750.00	1109250.00
6	Laser Jet	919	750.00	689250.00
7	Ink Jet	108	750.00	81000.00
8	Dot Matrix	34	750.00	25500.00
9	Ink Tank	49	750.00	36750.00
	Scanners			
10	ADF	50	450.00	22500.00
11	Flatbed	66	450.00	29700.00
12	Network Switches	281	750.00	210750.00
	UPS			
13	600VA	139	500.00	69500.00
14	1KVA	228	1500.00	342000.00
15	2KVA	20	2300.00	46000.00
16	3KVA	15	4200.00	63000.00
17	5KVA	25	7200.00	180000.00
18	10KVA	36	14000.00	504000.00
19	20KVA	4	28000.00	112000.00
20	30KVA	5	39000.00	195000.00
			TOTAL	12695600.00



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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. 4 % 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.
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.
4. 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.
2. Statutory deductions will be recovered from the quarterly payments made to the **Firm**.
3. Department in consideration of Services provided by **Firm** under this agreement shall pay total services fee for AMC of Rs. 1,26,95,600/- exclusive of taxes (Rupees One Crore Twenty Six Lakhs Ninety Five Thousand Six Hundred only) for providing the services under this Agreement for a period of One Year from 01-01-2022 to 31-12-2022 as per Work Order No. LR/100/2021/ITCELL7 dated 30-11-2021.
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 Puthur Infotech Pvt Ltd in the following details.



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Sl. No	District	Address	Name of Executive/ Helpdesk	Contact person Phone no
1	Thiruvananthapuram	Puthur Infotech Pvt Ltd, T.C24/158, Sasthankovil Road, Thycaud (PO), Trivandrum	Mr. Gokul S (for HQ)	8431908017
2	Thiruvananthapuram	Puthur Infotech Pvt Ltd, T.C24/158, Sasthankovil Road, Thycaud (PO), Trivandrum	Mr. Deepu K G	8431910587
4	Kollam	Puthur Infotech Pvt Ltd, Oppo.Dr.Nair's Hospital, Next to Dr. Anish Chandran's Clinic, Ashramam, Kollam 691001	Mr. Bibin B Krishnan	8431910588
5	Pathanamthitta	Puthur Infotech Pvt Ltd, Kalackkattu, Thazham.P.O, Malayalapuzha, Pathanamthitta-689666	Mr. Anujithlal CR	8431908013
6	Kottayam	Puthur Infotech Pvt Ltd,Room No:307,2 nd Floor, Majestic Road, Kanjikuzhy, Kottayam	Mr. Jomon Joseph CV	8431908012
7	Alappuzha	Puthur Infotech Pvt Ltd, Kanjippadam, Alappuzha-688005	Mr. Aswin Pradeep	8431910581
8	Idukki	Puthur Infotech Pvt Ltd, Kadavilchira House, Nariyampara.(PO), Nariyampara, Idukki-685511	Mr. Ajil p Siby	8431908011
9	Ernakulam	Puthur Infotech Pvt Ltd, No.54/561B, Kumaranasan Nagar, Kadavanthara, Cochin-682020	Mr. Arun .R	8431910582
10	Trissur	Puthur Infotech Pvt Ltd ,Door No.48/975, 1 st Floor, Gandhi Nagar, Near Olari Temple, Pullazhi (PO), Thrissur-680012	Mr. Rahul Krishna VR	8431910585
11	Palakkad	Puthur Infotech Pvt Ltd, Door No 18/541, 2 nd Floor, Selection Complex Puthur Road, Koppam, Palakkad-678001	Mr. Anandh KA	8431910580
12	Malappuram	Puthur Infotech Pvt Ltd, Elad, Cherukara Via, Malappuram	Mr. Shibu	8431910586
13	Kozhikode	Puthur Infotech Pvt Ltd,#3/3034, Beech Gandhi Road Junction, Nadakkavu (PO), Kozhikode	Mr. Abhinandh AP	8431910583
14	Wayanad	Puthur Infotech Pvt Ltd,Puthenpurackal, Chethalayam (PO), Sulthanbathery, Wayanad-673592	Mr. Rathin Babu TP	8431910577



X *[Signature]*

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.

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 calamitiess.

**For and on behalf of the
Land Revenue Department**

Signature:

Name: K. BIJU

Designation: Commissioner of Land Revenue.

In the presence of

Name: ARUN KUMAR M.P

Signature:

**For and on behalf of the
Puthur Infotech Pvt Ltd**

Signature:

Name: Harikrishnan.K

Designation: Business Manager

In the presence of

Name: ANEESH.V.K

Signature: