

കേരളം കേരल KERALA

BT 995827

Agreement No. LR (ITCell 14108/2017)

Date 11/04/2017

SERVICE LEVEL AGREEMENT

PREAMBLE:

This contracts made on the 11th day of April 2018 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. Accel Frontline Limited a Company registered under the Companies Act, 1956 and having its Registered office at Accel Frontline 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 Regional Services 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”.

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എൻ. പത്മകുമാർ (ഒ.എ. എ. എസ്)
ജോയിന്റ് കമ്മീഷണർ
ലാൻഡ് റവന്യൂ

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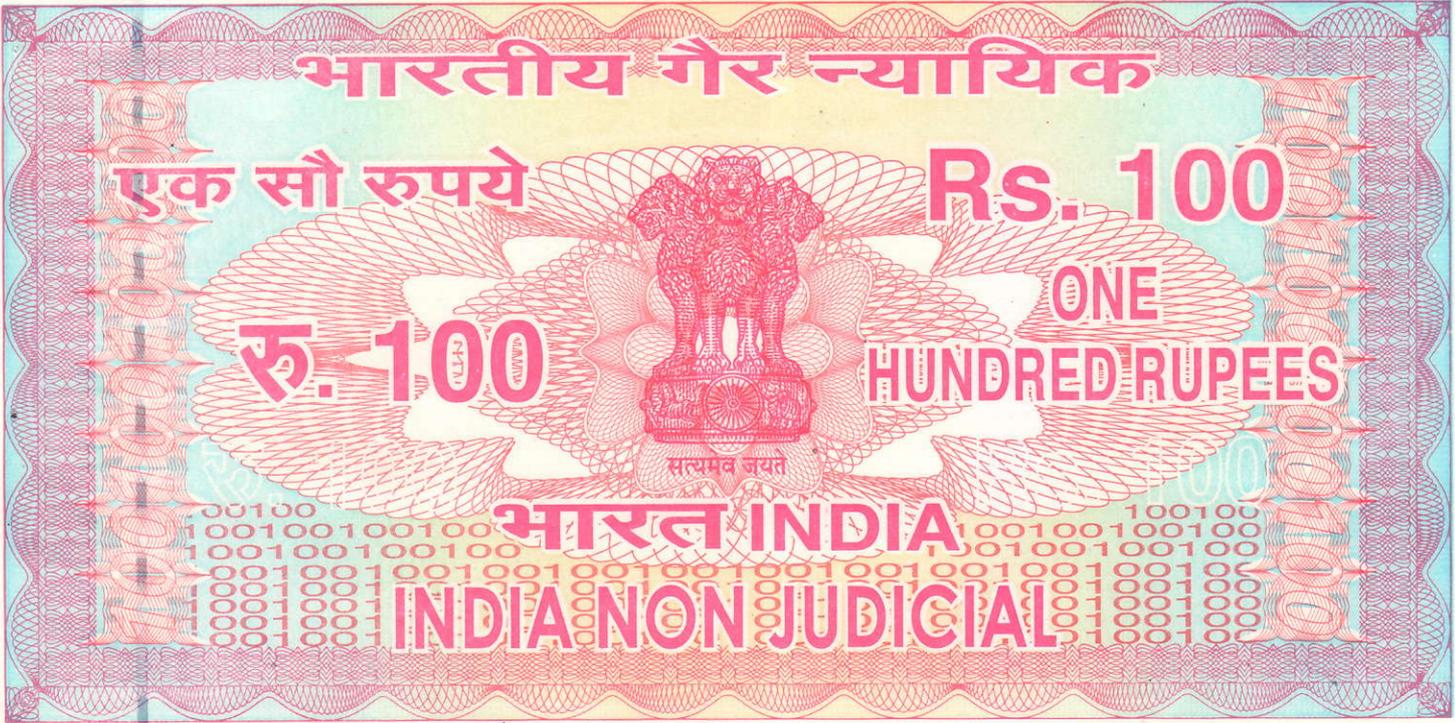


No. 60973 Date 24-2-2018

Link TO Accel Front Line Ltd

LISSY SEBASTIAN
CJM Court Vendor, Erna.

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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 1. As per the directions of the Government vide GO (Rt) No. 5385/2017/RD dated 18-12-2017 and GO (Rt) No. 406/2018/RD dated 07-02-2018, government have accorded sanction for the AMC. Accordingly Work Order was issued to the Firm vide letter no. LR (IT Cell) 14108/2017 dated 08-02-2018 which will form part of the agreement.
2. FIRM is desirous of renting such services under terms and conditions as per this contract.

CONTRACT:

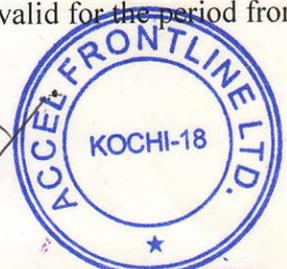
Firm agrees to maintain systems and peripherals as listed in Annexure I in accordance with the provisions laid down in the contract, at charges as given in the contract.

CONTRACT PERIOD:

For the equipment under maintenance with the firm, the AMC will be valid for the period from 11.4.2018 to 10.4.2019(One year).

[Signature]
എൻ. പത്മകുമാർ (സി.എ.എ.എസ്)
ജോയിന്റ് കമ്മീഷണർ
ലാൻഡ് റെവന്യൂ

[Signature]



60972 24.2.2018
No. Date

Link To

[Signature] Accel Frontline Ltd



LISSY SEBASTIAN
CJM Court Mensor, Ekm.

[Signature] Kochi-18

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 1 in the Land Revenue Commissionerate, State Land Board, District Collectorates, Revenue Divisional Offices, Taluk Offices, Village Offices and other Special Offices 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 period from 11-04-2018. This contract may be renewed for further periods of one year 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.



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ജോയിന്റ് കമ്മീഷണർ
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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 subject to a maximum of rupees 98,93,500/-.
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 subject to a maximum of Rupees 98,93,500/-.
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 **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. Quarterly preventive maintenance should be done by the **Firm** and recorded in the Log Book kept in the **Department**.
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 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.

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13. 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.

SERVICE ASSURANCE BY THE FIRM:

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

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):

Sl.No.	Item Description	Quantity	Rate/ Unit
	Computers		
1	Server	63	6400
2	Desktop	2484	1500
3	Laptop	191	5500
4	Printers	1509	1500
5	Scanners	260	600
6	Switches	302	600
	UPS		
7	600VA	240	1000
8	1KVA	410	2000
9	2KVA	15	3500
10	3KVA	4	5200
11	5KVA	31	8200
12	10KVA	31	13200
13	15KVA	3	20900
14	20KVA	3	26700
15	30KVA	4	43400

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.
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.

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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. However, if due to any reasons, Payment Authority is unable to reconcile the penalty amount, 60% of the total amount or amount equal to last quarterly payment, whichever is less, will be released. The balance 40% 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. Under any circumstances, the total AMC charges including taxes per annum will not exceed Rs. 98,93,500/- exclusive of taxes (Rupees Ninety eight lakh ninety three thousand five hundred only), ie, the amount sanctioned by the Government vide GO (Rt) No. 5385/2017/RD dated 18-12-2017 and GO (Rt) No. 406/2018/RD dated 07-02-2018.
- 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 System Maintenance Register/Asset Management Software (Online 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 Help Desk of ACCEL in the following details.

1. Trivandrum & Kollam
Phone Number: 0471-2342208/8921773255.
Email ID: accelhelpdesk_tvm@accelfrontline.com
2. Kottayam & Pathanamthitta.
Phone Number: 0481-2584971.
Email ID: accelktm@accelfrontline.com
3. Ernakulam, Idukki & Alappuzha.
Phone Number 0484 2381755/2361939.
Email ID: accelhelpdesk_chn@accelfrontline.com
4. Thrissur, Palakkad.
Phone Number: 0487-2421083.
Email ID: acceltsr@accelfrontline.com, accelpkd@accelfrontline.com
5. Malappuram, Kozhikode, Kannur, Wayanadu & Kasaragod
Phone Number 0495- 2367633/34
Email ID: accelclt@accelfrontline.com



എൻ. പത്മകുമാർ (ഒ.എ.എ.എ.എ.)
ജോയിന്റ് കമ്മീഷണറുടെ
ലാൻഡ് റെവന്യൂ





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 & ACCEL Frontline Ltd. One copy will be given to the user and one copy will be retained by ACCEL Frontline 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.

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.

Disputes

All disputes and differences arising out of this contract may be executed in pursuance of the modification shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.

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.

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

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എൻ. പത്മകുമാർ (ഒപ്പി എഴുതി)
ജോയിന്റ് കമ്മീഷണർ
ഊർദ്ധ്വ റെസിഡൻ്റ്

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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 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 supersedes all prior agreements and understandings, oral or written, between the Parties hereto, relating to such matters.

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

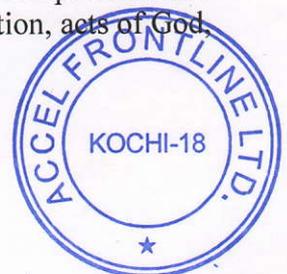
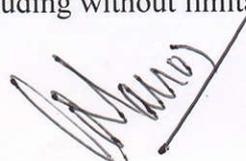
Firm agrees to indemnify and hold Department and its directors, officers and employees harmless against any legal action, claims, or investigations including but not limited to intellectual property infringement as made by third Parties arising out of the conduct or during the performance of Firm in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

Force Majeure

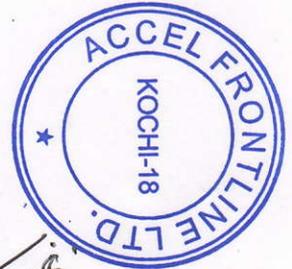
Firm will not be liable to the Client for the consequences of any delays or failure in performance caused by any event beyond Firm's reasonable control, including without limitation, acts of God.



എൻ പത്മകുമാർ (റെസി എസ്)
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ലാൻഡ് റവന്യൂ



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: *[Handwritten Signature]*

Name: എസ്. പത്മകുമാർ (സഹ ഹി എസ്)
ജോയിന്റ് കമ്മീഷണർ
ഓൺഡ് റവന്യൂ

Designation: Commissioner of Land Revenue.

In the presence of

Name:

Signature:

**For and on behalf of the
Accel Frontline Ltd**

Signature: *[Handwritten Signature]*
11/4/2018

Name: Manoj.G

Designation: Regional Service Manager

In the presence of

Name: *JOHNLY THOMAS*

Signature: *[Handwritten Signature]*

Annexure I

Asset with Locations

#	Districts	Equipments*	Locations*	Residential Resources
1	Thiruvananthapuram	698	131	2
2	Kollam	168	106	1
3	Pathanamthitta	298	74	1
4	Alappuzha	454	101	1
5	Kottayam	235	104	1
6	Idukki	227	69	1
7	Ernakulam	299	107	1
8	Trissur	465	192	1
9	Palakkad	892	162	1
10	Malappuram	423	144	1
11	Kozhikkode	276	122	1
12	Wayanad	300	53	1
13	Kannur	382	129	1
14	Kasargod	433	87	1

**Land Revenue Commissionerate, State Land Board, Collectorates, Revenue Divisional Offices, Taluk Offices, Village Offices, Other Special Offices.*

Note : The number of Item/location may vary.

