



TRANSMISSION CORPORATION OF TELANGANA LIMITED

website:www.tstransco.in CIN No:U40102TG2014SGC094248

FROM
Chief Engineer,
(Information Technology),
Room No: 421, 'A'-Block,
TSTRANSCO, Vidyut Soudha,
Hyderabad-500082.

TO
M/s.ACS Technologies,
Level 3, Sai Krishna Building,
#797 A, Road No.36,
Jubilee hills,
Hyderabad-500033.

Contract Award Letter. No. CE(IT)/DE/ERP/F.AMC19-20/PO. /19-20
D.No. /19,dt: .04.2019

Sir,

Sub:- TSTRANSCO - IT.Wing- Providing the service of Comprehensive Annual Maintenance of Hardware & Software for Servers, Computers, Laptops, Printers, UPS, Projectors and allied equipment available at Vidyut Soudha, Hyderabad for the period from 01.04.2019 to 31.03.2020 - Contract Award Letter - Issued - Reg.

Ref:- (1)Enquiry.No.03.CE(IT)/DE/ERP/F.AMC19-20/D.No.33/19,dt:19.02.19
(2)Your Price Negotiation dated: 30.03.2019.
(3)Letter.No.CE(IT)/DE/ERP/F.AMC 19-20/D.No.66/19,dt:04.04.2019.

* * *

This has reference to your offer dated 30.03.2019 for providing the Service of Comprehensive Annual Maintenance of Hardware & Software of Servers, Computers, Laptops, Printers, UPS, Projectors and allied equipment available at Vidyut Soudha, Hyderabad for the period 01.04.2019 to 31.03.2020, has been considered and Letter Of Indent was issued vide reference (3) cited and also upon fulfilment of LOI conditions, this Purchase Order is issued with the following terms and conditions:

1. Scope of contract:

This contract relates to the Comprehensive Annual Maintenance of Servers, Computers, Laptops, Printers, UPS, Projectors and allied equipment located at Vidyut Soudha, Hyderabad herein after called as 'Services' as described in clause no.2 and other clauses of this letter.

2. Schedule of Equipment and Prices:

The list of equipment covered under Comprehensive Annual maintenance and other services to be provided is mentioned below:

(a) list of equipment:

| S.No | Description of the equipment | Quantity |
|------|------------------------------|----------|
| | Desktops | |
| | CPUs | |
| 1 | i7 | 8 |
| 2 | i5 | 16 |
| 3 | i3 | 208 |
| 4 | Core2 Duo | 113 |
| 5 | Pentium/Dual Core Pentium R | 2 |
| 6 | Intel Celeron | 1 |
| | Sub-Total: | 375 |
| | Monitors | |
| 1 | CRT | 16 |
| 2 | LCD/LED | 359 |
| | Sub-Total: | 375 |
| | Printers | |
| | LaserJet | |
| 1 | HP LJ P 1007 | 41 |

| | | |
|----|---|-----|
| 2 | HP LJ P 1008 | 12 |
| 3 | HP LJ P1010 /1010 PLUS | 8 |
| 4 | HP LJ P 1020 /1020 Plus | 40 |
| 5 | HP LJ P1606dn | 2 |
| 6 | Xerox phaser3117 | 11 |
| 7 | Canon LBP 3108B | 12 |
| 8 | HP LJ 1200 | 1 |
| 9 | Canon LBP 6018B | 5 |
| 10 | Samsung ML 2161 | 6 |
| 11 | Canon LBP 2900B | 4 |
| 12 | Samsung Pro xpress 3320nd | 42 |
| 13 | Samsung pro xpress 2830nd | 66 |
| 14 | Brother Make, Model: MFC L2701dw | 1 |
| 15 | HP LJ P1108 | 1 |
| | Sub-Total | 252 |
| | Deskjet printers | |
| 1 | HP Deskjet Ink Advantage 4645 | 3 |
| 2 | HP DJ Advantage 3635 | 1 |
| 3 | HP DJ Ink advantage 4535 Printer | 1 |
| | Sub-Total | 5 |
| | Color /Color Multi Function printers | |
| 1 | HP LJ Pro M252 DW Printer | 1 |
| 2 | HP Color LJ Pro MFP M 177 FW printer | 2 |
| 3 | HP LJ Pro 500 MFP M570DW | 3 |
| 4 | HP CP 1525N | 1 |

| | | |
|----|-------------------------------|----|
| 5 | HP Colour LJ Pro MFP M377 dw | 1 |
| 6 | HP LJ Colour M254 dw | 1 |
| | Sub Total | 9 |
| | Multifunction Printers | |
| 1 | Canon MF226DN | 1 |
| 2 | Canon Image Class MF4750 | 1 |
| 3 | Canon Image Class MF 246 dn | 2 |
| 4 | Canon Image Class MF 232 DW | 1 |
| 5 | Canon Image Class LBP 6230 dn | 1 |
| 6 | HP LJ M 1136MFP | 2 |
| 7 | HP LJ 1536 dnt MFP | 2 |
| 8 | HP LJ M128Fn | 1 |
| 9 | HP LJ MFP M227 fdn | 2 |
| 10 | HP LJPro MFP M226 dn | 2 |
| 11 | HP LJ Pro MFP M435 | 1 |
| | Sub-Total: | 16 |
| | Scanners | |
| 1 | HPScanjet G200 | 2 |
| | Sub-Total: | 2 |
| | Laptops | |
| 1 | Sony Laptop (VAIO) | 1 |
| 2 | HP Pro Book 440 Laptop | 4 |
| 3 | IBM Thinkpads | 2 |
| 4 | Lenovo Think Pad X 250 | 1 |
| 5 | HP Probook s -series | 1 |

| | | |
|----|--|----|
| 6 | Sony Model: PCG 71312w | 1 |
| 7 | Sony Vaio E-series | 1 |
| 8 | HP Probook 4520s | 1 |
| 9 | Acer Travel mate P246 - ML Laptop | 2 |
| 10 | DELL Inspiron 3567 - Laptop | 2 |
| 11 | ACER Tmp-259-M - Laptop | 5 |
| 12 | ACER Laptop ES-573 Series | 1 |
| 13 | DELL VOSTRO 355B | 2 |
| | Sub Total | 24 |
| | Projectors | |
| 1 | NEC VT480 | 1 |
| 2 | Epson EB-1965 Wi-fi Dongle Projector | 1 |
| 3 | Sanyo Make, Model: PLC XU 355A | 1 |
| | Sub Total | 3 |
| | UPS | |
| 1 | Numeric/Emerson/Intex Make 0.6KVA, 240V | 21 |
| 2 | 5 KVA, UPS, Kirloskar Nano - AT, Input Voltage 300v, Battery Voltage -200V | 1 |
| 3 | 10 KVA UPS, RC ALLTECH, 360V | 1 |
| | Sub Total | 23 |
| | Servers | |
| 1 | Sun Fire V-210 System: Sun ultra Spark III I CPU Processor-2 @1.34 MHZ, L2 CACHE-1 MB processor, HDD-2*73 GB SCSI 10000 RPM, 2 GB RAM SI.No.FM62420029 | 1 |
| | Sub Total | 1 |

(b) Price Schedule:

| S. No | Description of the equipment | Quantity | Price per each quarter in Rs. | GST in Rs. (E) = (D) X GST % | Total price per each quarter including taxes in Rs. | Grand Total price per Annum including taxes in Rs. |
|-------|--|----------|-------------------------------|---------------------------------------|---|--|
| (A) | (B) | (C) | (D) | (E) | (F) | (G)=(F) X 4 |
| 1 | Comprehensive AMC charges for all the computer equipment and peripherals available at Vidyut Soudha, Hyderabad | LS | 1,46,816 | 26,427 | 1,73,243 | 6,92,972 |

(C) Other Services:

The Service Provider shall provide Software Support for the Computers and other IT equipment covered under the warranty. Also, the Service Provider is responsible for lodging the hardware complaints in respect of Printers, computers and other IT equipment under warranty with the warranty provider and should coordinate for the rectification of problems for such equipment.

- 2.1. The above list is details of equipment due for Comprehensive Annual Maintenance at present. During the execution of the AMC, TSTRANSCO may delete some of the equipment from service. In such case, the charges will not be paid for the equipment removed from AMC from the date of removal from service. The AMC charges shall be paid for the equipment attended. The TSTRANSCO reserves the right to vary the quantity under AMC by +/-25% during the execution of the contract.

3. Prices:

- 3.1 The prices payable for providing the services are FIRM and in Indian Rupees only.

4. Taxes:

- 4.1 The accepted prices are Including of GST @ 18%.

5. Income Tax:

- 5.1 Income tax will be deducted at source as applicable.

6. Statutory Variations:

- 6.1 Any variation up or down in taxes or new levies introduced after issuing the Letter of Indent and during the delivery period will be to the account of Purchaser i.e., TSTRANSCO.

7. Performance Security:

- 7.1 The Performance Security for Rs. 34,649/- (Rupees Thirty Four Thousand Six Hundred and Forty Nine Only) which has been submitted by the Service Provider in the form of Banker's Cheque vide DD No. 014191, Dt: 12.04.2019 towards Performance Security for an amount 5% of the Contract value (Rs. 6,92,972/- Including GST) for proper fulfillment of the Contract, which will include the warranty period, and completion of Performance obligations including warranty obligations is accepted. The Performance Security will cover 60 days beyond the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects in Service or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 3 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 7.2 The proceeds of the Performance Security will be payable to the TSTRANSCO as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3 The Performance Security will be returned by TSTRANSCO to the Service Provider not later than sixty (60) days after the expiry date, at the request of the Service Provider.
- 7.4 Failure of the Service Provider to comply with the above requirement will entail cancellation of the award and forfeiture of the Performance Security.

8. Places / Locations:

- 8.1 The location where Services are required by the TSTRANSCO is at TSTRANSCO/Vidyut Soudha, Hyderabad. The place of usage may be changed to suit the needs of TSTRANSCO.

9. Assignment:

- 9.1 The Service Provider will not assign, in whole or in part, its obligations to perform under this Contract, except with the TSTRANSCO's prior written consent.

10. Technical:

- 10.1 The scope of the work covers Comprehensive Annual Maintenance for Hardware and Software of Servers, Computers, Laptops, Printers, UPS and Projectors and allied equipment etc., pertaining to Transmission Corporation of Telangana Limited (TSTRANSCO). The scope covers preventive periodical maintenance and repairing / rectification and replacement of the equipment, whenever found to be defective, installation / updation of software etc. The firm shall maintain all the equipment as per manufacturers guidelines. The scope of work also covers maintenance of 5% of spares required for replacing all the defective parts against the total equipment in Vidyut Soudha.

- 10.2 The equipment to be covered under annual maintenance is available at Vidyut Soudha, Hyderabad. The places of usage may be changed to suit the needs of TSTRANSCO.
- 10.3 The successful bidder should post three (3 Nos) Maintenance Engineers in TSTRANSCO at Vidyut Soudha. Out of the three Engineers, one must be graduate engineer with IT equipment repair and maintenance knowledge technical knowledge and two shall be diploma / trained Engineers with IT equipment repair and maintenance knowledge. The required tools and necessary items for maintenance works shall be provided by the successful bidder himself. All the Engineers shall be equipped with Mobile phones. Personnel with insufficient knowledge will not be entertained. Credentials of the resident Engineers deputed shall be furnished and also they should have their own conveyance.
- 10.4 The three Engineers of the successful bidder shall be stationed at Vidyut Soudha in Shifts on all days. The Maintenance Engineers shall attend the works accordingly as and when necessitated and as may be decided by TSTRANSCO (including holidays if necessary). They will attend to maintenance works and help the staff beyond office hours also, if necessary, for which no extra payment will be paid. Suitable substitute has to be arranged in case any Engineer remains absent or leave. The firm should maintain Attendance register, complaints register at Vidyut soudha. One person shall be identified as a single point of contact, by the successful bidder for communication at any time, during the contract, other than the deputed Engineers.
- 10.5 (i) Minor Repairs :
- The maintenance engineers shall rectify the problem within four hours promptly at the location of the equipment. In case, minor repairs/rectification of defective equipment is needed, the equipment may be collected with a call report copy to the end user duly keeping suitable stand- by equipment, to avoid hampering of office work and the same may

be repaired at Vidyut Soudha and shall be returned to the end user within **24 hours**. A daily report on the complaints attended during the previous day is to be furnished to the designated officer in TSTRANSCO, in the First hour of everyday as per the prescribed proforma.

(ii) Major Repairs :

In the event of major repairs necessitating transport of equipment to successful bidders service centre, the same shall be arranged by the successful bidder at their own risk and cost till the equipment is repaired and reinstalled at TSTRANSCO premises in working order. Meanwhile a same or higher specification equipment shall be provided as a stand by equipment to avoid hampering of office work. Such cases, repairing / rectification of defective equipment shall be completed within **Four days**. Any delay after **Four days** the status should be intimated to TSTRANSCO. If it is non repairable due to non availability of spares etc., detailing the difficulties for the rectifications to the equipment is to be returned in **one week**. As such the equipment shall be returned within 1 week. Failing to return the equipment within 1 week, a penalty of Rs. 100.00 per equipment per day will be deducted.

- 10.6 Preventive periodical maintenance shall be done once in 2 months for all the equipment covered under AMC. The preventive maintenance includes a) Testing of all Hardware & Software of each PC, Printer and other related equipment. b) Conducting standard maintenance procedures such as checking the healthiness of the equipment, dust cleaning, inspection of RAMs, removal of junk files and unwanted software, virus scan etc. c) Advising the users on proper, safe & efficient usage of equipment. The consolidated reports of each month are to be submitted to the Divisional Engineer/ERP concerned in the first week of next month without fail, failing which Rs.1000/- will be deducted in the next quarter. The preventive periodical maintenance acknowledged by the end users are to be maintained by the successful bidder. All the problems identified during the said preventive maintenance shall be rectified within ten days of

identification and status on the same shall also be included in the next report

The preventive periodical maintenance acknowledged by the end users are to be maintained by the successful bidder.

- 10.7 The following items are treated as consumables/accessories and are not covered under the scope of maintenance works:

For LaserJet Printers/Network Laserjet : Toner Cartridges.

For Laptops: Battery, Adaptors

For Projectors: Lamp

For UPS: Batteries

The material required other than those mentioned above are to be supplied by the successful bidder at free of cost permanently during the comprehensive annual maintenance period for rectification of the equipment. At least 5% of the spares that are to be maintained as stock and kept under the control of TSTRANSCO at any point of time to avoid delay in rectification of the equipment and restoration of normalcy. Also the material utilized by the Service Provider must be of same specification confining to genuine parts branded make. All the parts replaced by the successful bidder will be the property of TSTRANSCO. At the end of the AMC contract, TSTRANSCO will handover the balance of the 5% of the spares kept under its control.

- 10.8 The successful bidder shall arrange 10 Nos. Keyboards and 20 Nos. Mouses new, branded make such as Dell, HP, Logitech, Microsoft during first week of every month to TSTransco without fail for replacement, failing which an amount of Rs.500 per month will be deducted. However, the successful bidder should replace additional keyboards or mouse as per the actual requirement every month. All the old replaced parts will be the property of TSTransco.

- 10.9 In case, the Service of firm are not satisfactory, the payment will not be made for that Quarter & the Contract may be subject to termination.

10.10 The Service Provider shall provide Software Support for the Computers, Servers and other equipment which are under warranty and also the new equipment added during the AMC period. The Service Provider has to lodge the complaint in respect of equipment under warranty with the respective Supplier and to coordinate with the Equipment Company Service Engineers for rectification of the problem. On expiry of warranty, all such equipment will automatically become part of the AMC. Any other maintenance work to be undertaken related to the computer/peripherals.

11. **Payment:**

11.1 100% payment for satisfactory Services provided in each quarter of the year will be made within 30 days after the date of completion of quarter of the year on receipt of bills in Triplicate to the O/o.Chief Engineer/(IT) after the services duly certified by the Divisional Engineer/ERP in-charge of the equipment.

11.2 The Pay Officer, TSTRANSCO will arrange payment within 30 days after receipt of invoices.

11.3 If the Service Provider has received any over payments by mistake or if any amounts are due to the TSTRANSCO due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TSTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees given by the Service Provider due to or with the TSTRANSCO.

11.4 When the Service Provider does not fulfill his obligations at any time in replacing / rectifying etc. of the damaged / defective equipment in part or whole promptly to the satisfaction of the TSTRANSCO Officers, the TSTRANSCO reserves the right not to accept the subsequent bills made by the Service Provider and only the Service Provider will be responsible for any damages occurring to the equipment during maintenance.

12. Penalty for delay in Service:

12.1 The time for and the dates for delivery mentioned in the Contract will be deemed to be the essence of the Contract. Subject to force majeure Clause, if the Service Provider fails to deliver the services within the period(s) specified in the Contract, the TSTRANSCO will, without prejudice to its other remedies under the Contract, will levy penalties as mentioned in the Technical Specification enclosed. However, all the penalties indicated are at the discretion of the Chief Engineer/IT/Tstransco.

13. Termination for Default:

13.1 TSTRANSCO, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- i. If the Service Provider fails to commence the AMC within the period(s) specified in the Contract, or within any extension thereof granted by the TSTRANSCO.
- ii. If the Service Provider fails to perform any other obligation(s) under the Contract.
- iii. If the Service Provider, in the judgment of the TSTRANSCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

13.2 In the event TSTRANSCO terminates the Contract in whole or in part, TSTRANSCO may arrange alternate services upon such terms and in such manner, as it deems appropriate, Materials or services similar to those undelivered, and the Service Provider will be liable to the TSTRANSCO for any excess costs for such similar or Services. However, the Service Provider will continue to perform the Contract to the extent not terminated.

14. Termination for Insolvency:

14.1 TSTRANSCO may at any time terminate the Contract by giving written notice

to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the TSTRANSCO.

15. Termination for Convenience:

15.1 The TSTRANSCO, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the TSTRANSCO's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and date upon which termination becomes effective.

16. Force Majeure:

16.1 The Service Provider shall not be liable for forfeiture of its Performance Security, penalty for late delivery or termination for default if and to the extent that it's delay in performance or other failure to perform it's obligations under the Contract is the result of an event of Force Majeure.

16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

16.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the TSTRANSCO in writing of such condition and the cause thereof. Unless otherwise directed by the TSTRANSCO in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practice, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. Extension of AMC:

17.1 The AMC will be initially awarded for a period of one year (i.e. from 01.04.2019 to 31.03.2020) and may be further extended for another year in accordance with the requirement of TSTRANSCO with the same terms and conditions and same rates, provided TSTRANSCO is satisfied with the services. However, the decision of TSTRANSCO will be final in this regard.

18. Jurisdiction:

18.1 All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in TSTRANSCO's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

19. Inspection:

19.1 The Divisional Engineer/ERP will review the performance of the Service Provider and may suggest any modifications/improvements required for the work.

20. Notices:

20.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by fax confirmed in writing to the other party's address.

20.2 A notice will be effective when delivered or from the notice's effective date, whichever is later.

21. Acknowledgement:

- i) All general and technical correspondence shall be addressed to the Chief Engineer/(IT), Room No.421, A-Block, TSTRANSCO, Vidyut Soudha, Hyderabad - 500082.
- ii) Unless otherwise specified, Service Provider shall abide by all the terms and conditions specified in the contract award letter.

- iii) Please acknowledge the receipt of this contract award letter with confirmation of its acceptance and return the additional copy enclosed with your signature as token of acceptance.

Yours faithfully,

SD/-
CHIEF ENGINEER/(IT)

WE ACCEPT ALL THE TERMS AND CONDITIONS STIPULATED IN THIS LETTER

Signature of Authorized representative of M/s. ACS
Technologies, Hyd.
(with seal of M/s. ACS Technologies, Hyd.)

Copy to:
The Pay Officer/TSTRANSCO/Vidyut Soudha/Hyderabad.