

Dated: the 18th January, 2018

To

All the Judicial Officers,
Civil and Sessions Division,
Mandi, HP

Subject: Annual Maintenance Contract (AMC) in respect of maintenance of Computer Hardware provided under e-Courts Project, Phase-I from 18th January, 2018 to 17th January, 2019.


Sir,

'Jai Hind'

With reference to the captioned subject, please find enclosed a copy of the Annual Maintenance Contract entered into between the undersigned and M/s Bits n' Bytes, 4, Ekant Niwas, Kaithu, Shimla -171003 for the maintenance of the Computer Hardware of this Civil and Sessions Division, as detailed in the said Agreement, for a period of one year w.e.f. 18th January, 2018 to 17th January, 2019.

Your good self is further requested to kindly contact the vendor concerned at Telephone numbers 9736785055, 7018645331, 0177-2805455 or email on bnbshimla@yahoo.co.in regarding lodging of any complaint with regard to non-working of the Computer Hardware, as detailed in the Annual Maintenance Contract, under intimation to this office.


Yours faithfully,


District & Sessions Judge,
Civil and Sessions Division at Mandi,
District Mandi, H.P.

Endst. No DJ—Server-Room(AMC)/MND/2018/.....Dated 18-01-2018

Copy ford to:

1. The Registrar General, High Court of HP, Shimla 171001 for information.
2. Sh. Sant Ram, System Officer of this office to upload the said AMC on the website of this Division and necessary action.
3. Shri Aman Sood, Proprietor, M/s Bits n' Bytes, 4, Ekant Niwas, Kaithu, Shimla - 171003 to strictly abide by the guidelines as laid in the said Agreement and issue appropriate directions to all the Service Engineers of your firm to ensure immediate attending to the complaints of the Computer Hardware covered under AMC.


District & Sessions Judge,
Civil and Sessions Division at Mandi,
District Mandi, H.P.



हिमाचल प्रदेश HIMACHAL PRADESH

04AA 850592

**ANNUAL MAINTENANCE CONTRACT (A.M.C) FOR MAINTENANCE OF
COMPUTER HARDWARE PROVIDED TO THE DISTRICT COURTS, MANDI,
UNDER THE E-COURTS PROJECT.**

This contract is made on 17th January, 2018 between the District and Sessions Judge, Mandi (herein to be referred as First Party) And M/s Bits n' Bytes, 4, Ekant Niwas, Kaithu, Shimla-171003, through Shri Aman Sood, Proprietor; (here-in-after to be referred as Second Party), for maintenance of the computer Hardware, as mentioned below in this Agreement.

WHEREAS

1. The First party is desirous of entering into an Annual Maintenance Contract (A.M.C) with the Second party, for the maintenance of computer Hardware provided at District Courts, Mandi (H.P) as per the details given below, for a period of one year with effect from 18th January, 2018 to 17th January, 2019, for a sum of Rs. 1,60,710 Plus 18% GST Rs. 28928/- equal to Rs. 1,89,638 (Rupees One Lakh Eighty Nine thousand six hundreds thirty eight only) as per details given below:-

Aman Sood

Sl. No.	Description	Quantity	Rate	Amount
1	Dot Matrix Printer TVS MSP 455xl CLASSIC	14	710	9940
2	Slim PC with Monitor, Keyboard & Mouse HP Compaq 6000 Pro Small Form Factor	18	1290	23220
3	Thin Client PC with Monitor, Keyboard & Mouse HP vc 4725 LNX 2GF/1GR SPL TC India	44	800	35200
4	Server HP PROLIANT Server	4	4950	19800
5	Scanner HP Scanjet 8270	6	800	4800
6	Laser Printer (HP LaserJet P1008)	14	650	9100
7	ATEN KVM Switch	2	700	1400
8	Uniline UPS 2KVA	5	4200	21000
9	Uniline UPS 1KVA	1	2200	2200
10	Uniline UPS 500VA	18	650	11700
11	Projector HITACHI, Model No. CP-RX70EF	1	2500	2500
12	Switches Cisco 24 port 10/100 Mbps L2Switch	8	1600	12800
13	Router Cisco 2800 Series Router	1	2250	2250
14	Modem Model No. Gateway i/2 V1/2W/ LX/ V.35 (V2.68)	2	1800	3600
15	USB Hard Disk TREK DIVA SLEEK 320 GB	6	200	1200
Gross Total				160710
GST @ 18%				28928
Net Total				189638

whereas the **Second party** has agreed to furnish performance security by today to the tune of **Rs. 9482/- (Rupees Nine Thousand Four Hundreds Eighty Two only)** in the form of a bank Guarantee or Bank Draft for the fulfillment of this agreement, which shall be valid for a period of two months after the conclusion of contract on 17th January, 2019.

CONTRACT

The **Second Party** has agreed to maintain the Computer Hardwares detailed above in this Agreement, for a sum of **Rs. 1,60,710/- Plus 18% GST Rs. 28928/- equal to Rs. 1,89,638/- (Rupees One Lakh Eighty Nine thousand six hundreds thirty eight only)** in accordance with the terms and conditions and also the provisions laid down in the contract.

CONTRACT PERIOD

The Annual Maintenance contract (A.M.C) shall remain effective for a period of one year w.e.f 18th January, 2018 to 17th January, 2019.

SCOPE OF SERVICES

The **Second party** has agreed to provide the following services under the contract to keep the Computer hardware, as mentioned here-in-above, in a good working condition:-

- I. The **Second party** must have to carry-out the scheduled preventive maintenance at least once on three months for which it shall depute competent Service Engineers to inspect the

Computer Hardware/equipments, covered under the Contract.

- II. All spare parts which includes services & spares will be covered under the purview of AMC and will be attended by the Service Engineers of the Second party, but it does not include repair and replacement of batteries of all kind, lamps of all kinds, panels of TFT, DMP Printer Heads, HDD Media, Teflon Sleeve of the Laserjet Printers.

TERMS

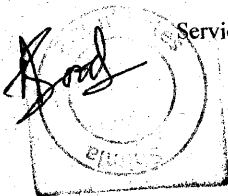
- I. This contract will remain in force for a period of one year w.e.f. **18th January, 2018 to 17th January, 2019** and either party can terminate the contract at any time by giving three months advance notice, in writing.
- II. System Maintenance charges shall also not include the cost of consumables items, such as ribbons and computer advance stationery etc.
- III. This contract does not cover the damage due to rodents, cockroaches, fluid of all kind, electrical spikes, lightening, manual sabotage etc.
- IV. The AMC Service Provider i.e. The Second party shall also have to attend to calls for on-site installation of any other Operating System and/or Application software in the Computer Systems and Printers subject to this agreement, without any extra charges.
- V. At each location, the record be maintained in respect of the machine failures including the nature of failure, date and time of loading the complaint and the duration of the down time, if any. Such record to be maintained will be signed by the Service Engineer and countersigned by the Proprietor of the Second party.
- VI. The Second party shall submit a report with regard to the periodical preventive maintenance in respect of maintenance of Computer Hardware, after the expiry of each quarter of the AMC period to the First party otherwise penalty clause will apply.

SERVICE ASSURANCE

Since the calls are required to be attended at District Courts, Mandi, therefore, the calls received on any working day shall definitely be attended before 1.00 P.M of the next working day. If any spare are required to be replaced, in that event, the call has to be attended to within a period of 3 working days, positively, otherwise, penalty clause will be attracted. This period does not include any holiday, falling during intervening period.

PENALTY CLAUSE

Down-time penalty for delay in completing the calls after the stipulated period as indicated in Service Assurance, will be as follows:-



Sr. No.	Description of Computer Hardware	Downtime Penalty Details
1.	Slim PC, Memory 2 b, Processor 3.0 DUALCORE including Monitor, Key boards & Mouse etc	Rs 350 for each working day
2.	Thin Client PC, Memory 1GB, Processor, 1.00 GHZ including Monitor, Key Boards Mouse etc.	Rs 350 for each working day
3.	Dot Matrix Printer, TVs MSP 455XI CLASSIC	Rs 100 for each working day
4.	HP Laser Jet Printer P1008	Rs 100 for each working day
5.	Scanner HP Scan jet 8270	Rs 200 for each working day
6.	Server HP Hard Disk 80x2m Memory/Proc-2GBx3/2 27 GHZ XEON and Server HP Hard Disk 4GB/2.4 GHZ, Momory/Proc-160*2	Rs 800 for each working day
7.	ATEN KVM Switch	Rs 100 for each working day
8.	Uniline UPS 500VA	Rs 100 for each working day
9.	Uniline UPS 1 and 2 KVa	Rs 200 for each working day
10.	Projector HITACHI Model NO. CP-RX82	Rs 400 for each working day
11.	Switches Cisco 24 port 10/100 Mbps L2 Switch Model No.	Rs 500 for each working day
12.	Catalyst 2960 Seiries 8 port 10/100 Mbps L2 Switch	Rs 350 for each working day
13.	Router Cisco 2800 Series Router Model No. 2801 Router	Rs 600 for each working day
14.	Leased Line Modem Model No. RTS-Real-Gain-4-052B-00.	Rs 300 for each working day
15.	USB Hard Disk TREK 250/320 GB USB HDD	Rs 100 for each working day
16.	USB Hard Disk TREK500GB USB HDD	Rs 100 for each working day
17.	Delay in submission of preventive maintenance reports on quarterly basis	Rs 10 for each working day

NOTE

- Whenever any computer component(s), which are covered under the present AMC cannot be repaired on site within the specified time limits, the Second party will have the option to provide an alternate component/equipment of matching specification which will have to be replaced within a period of maximum 15 days with the equipment of same make/model, failing which, the penalty clause will apply.

PAYMENT

The payment will be released by the First party to the Second party, as per mandate of Rule 08 of H.P.F.R. 2009 subject to the condition that proper Invoice/Bill is furnished by the Second Party to the First party well in time. However, the payment for the last installment will be released only after the expiry of the AMC period and after deduction of down-time penalty amount, so calculated, if any.

REVISION OF MAINTENANCE CHARGES

Changes of enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum to this contract.

GENERAL PROVISION

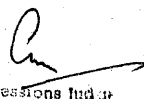
This agreement shall supersede all previous communications, both oral and written and the provisions contained here-in-above shall not be omitted, added to or amended in any manner except, in writing and signed by both parties hereof.

ARBITRATION CLAUSE

In case of any dispute or difference having arisen under the contract, it shall be referred to the Arbitrator, as shall be nominated by Hon'ble the Chief Justice in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.

The parties in witness of the aforesaid agreement append their signatures this the 17th January, 2018 in presence of the witnesses mentioned here-in-below:-


FOR AND ON BEHALF OF THE FIRST PARTY

SIGNATURE 
 NAME: C.L. Kochhar
 DESIGNATION: District & Sessions Judge
 DATE: 17-01-2018

WITNESSES:-

IN THE PRESENCE OF

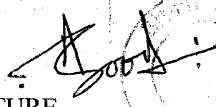
1. SIGNATURE

NAME: Rajinder Kumar 
 DESIGNATION: Assistant Programmer

2. SIGNATURE 

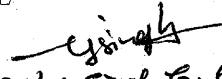
NAME: Milap Thakur
 DESIGNATION: Civil Nazir (Accounts)

FOR AND ON BEHALF OF THE SECOND PARTY


SIGNATURE 
 NAME: Aman Sood
 DESIGNATION: Proprietor
 DATE: 17-01-2018
 Mobile No. 9736785055, 7018645331

IN THE PRESENCE OF

1. SIGNATURE

NAME: Jitender Singh 
 DESIGNATION: At present h.no. 128/9
 1st floor college road mandi

2. SIGNATURE

NAME: Navleen 
 DESIGNATION: C.A.O of S.E.S.T mandi