

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION.

O/o the VC&MD
MSRD, HYD-624
Dt. 25.07.2014

No. AME-I(M-IT)/DCP-AMC/13-16/IT

To

The Depot Managers

CRL/ PDTR/ PLMR/ SML/ VGR/ GTY/ GTKL/ RYCT/ KKL/ PLS/ KPM/
RCPM/ MRKP/ PLVD/ GDLR/ PLKD/ PDL/ SLR/ PLR/ SKOTA/ KDR/ VYR/
AMP/ MDKR/ TDP/ ELR/ BVRM/ HDP/ JRG/ TPG/ GVRM/ NZB-II/ ARMR/
KRTL/ NGKL/JGTL/ KP/ MSRD-II/ MYP-II/ HYT-II/ UTNOOR AND WL-II

Sub: AMC- AMC of Depot Computer Systems- Communication of AMC agreement entered into with M/s Maha Electronics Pvt Ltd., w.e.f. 25.07.2014 to 30.06.2015 - Reg.

Ref: AMC agreement with M/s Maha Electronics Pvt Ltd.,

It is to inform that the Annual Maintenance Contract of Depot Computerization Project (DCP) Systems have been entrusted to M/s Maha Electronics Pvt Ltd., to the 42 Depots.

The AMC period is w.e.f. 25.07.2014. In case Systems in any of the 42 Depots included in the AMC are replaced before 30.06.2015, then AMC for those Depots ceases from the date of installation of the new Systems.

A Copy of the AMC agreement is herewith enclosed for ready reference. The details of the systems and peripherals covered under this AMC are indicated in the agreement. Depot Managers are requested to go through the agreement clauses and deal with the firm accordingly.

The AMC firm has their office at Hyderabad and Service in charges for different districts. Postal address and contact number of their Office is given hereunder:

Hyderabad address:

M/s Maha Electronics Pvt Ltd.,
#5-9-13, Room No.515, 5th Floor
Taramandal Complex, Saifabad,
Hyderabad-500004.
Andhra Pradesh.

Contact Person's Phone Nos of Customer Support First Level of Escalation.

Sri. Sai Kiran 040-30244846/8008578850

e-mail www.support.apsrc@mahaelectronics.com

The firm has furnished the names and contact numbers of Service in charges who take care of Depots in different Regions. The details are furnished hereunder:

REGIONS	In-Charge Name	Phone number
HYDERABAD & SEC'BAD	VENKATA RAMANA	8008578852
VSP & NEC	PRASAD	8008522100
VJA, GNT, KMM & OGL	SHIVA	9963674492
CTR, NLR & TPT	SAYEED	9030234143
KDP & KRNL	SHIVA SAI	9502496163
ATP	SASHIDAHAR	9032839073
WL, KRMR, NZB & ADB	RAGHU	8008502662
EG & WG	BHASKER REDDY	8008502660

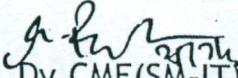
Procedure to deal with AMC firm for rectification of System failures and also levying penalties:

In case of DCP System failures, DMs are requested to direct the System in charges to first contact the AMC firm's Hyderabad office on the First level of escalation given above, and register complaints and obtain the call registration numbers without fail. Further, the System in charges may be advised to insist for separate call registration numbers for each problem (eg. Problems pertaining to hard disk, CD/DVD Drive, Printer, client PCs etc., be registered separately). The Regions in charges (names and mobile numbers give above concerned) of the AMC firm may be contacted for follow up and if there are any delays in rectification of problems, or in case of emergencies.

The hard ware problems details shall be entered in apsrcinfo.com immediately for review by Head office. In case any hardware problems are not rectified within the permitted time, DMs are requested to inform the same to the undersigned, along with full details i.e., nature of problem, date on which problem was reported to the AMC firm and the Call Registration number.

The details of hardware problems (nature of problem, date of communicating the problem to the firm, Call registration number and date of rectification) may be communicated to the RM's office fortnightly basis, for consolidation by the Regional Core Group member and communication of the

consolidated information to this office. This information will enable the undersigned to discuss the problems with the AMC firm during the monthly review meetings at Head Office and will also be useful for levying penalties at Head Office for delays in rectification of problems as per the agreement conditions.


Dy. CME (SM-IT)

Encl: As above.

Copy to ED(IT) for favour of information.

Copy to CE (IT) for favour of information.

Copy to all Regional Managers for information and with a request to direct the Regional/Divisional Core Group Members to monitor the problems pertaining to the DCP Systems with the firm accordingly, and to submit details of hardware problems to Dy. CME (SM_IT) every month so as to discuss with the AMC firm during the monthly review meetings at Head Office.

Copy to all DVMs, Dy.CTMs & Regions for information.

O/C



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
Date 10 JUL 2014
Venkateswamy & Co. E. Shankeriah
Maha Electronics Pvt Ltd
Hyderabad

BG 633092
MOHD YASEEN KHA
Licenced Stamp vendor
IIC No. 16-07-066 of 20
Ren No. 14-08-2012/21
S. No. 5-9-13/26, Saifal
Taramandal Complex, Hy
Ph. 040-23249637

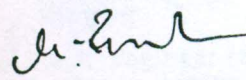
AGREEMENT

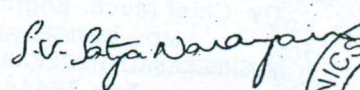

This agreement made at HYDERABAD on 25-07-2014 BETWEEN ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION, HYDERABAD, represented by its Vice Chairman and Managing Director, hereinafter referred to as the "CUSTOMER" (which expression shall include his successors and assignees) of the ONE PART.

AND

M/s Maha Electronics Pvt Ltd., a company registered under the Companies Act 1956 and having its registered office at #5-9-13, Room No.515, 5th Floor, Taramandal Complex, Saifabad, Hyderabad-500004, Andhra Pradesh, India and represented by its Managing Director, hereinafter referred to as the "AMC FIRM" (which expression shall include amalgamated/merged concerns in case of a amalgamation or merger in future) of the OTHER PART.

Whereas the CUSTOMER is desirous of entrusting to annual maintenance contract of computer and allied equipment of which one is located at the APSRTC Depots described hereunder referred to as EQUIPMENT.



Jy. Chief Mech Engineer (Sr. M. II),
MD's OFFICE, APSRTC,
MUSHEERABAD, HYDERABAD-500 020. (A.P.)
Tel: 7644436

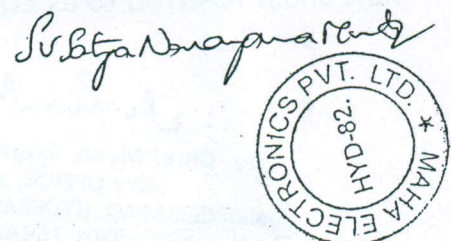



And whereas the AMC FIRM has agreed to undertake the maintenance as per the terms and conditions and charges set out hereunder and for the configuration specified in the ANNEXURE which was already communicated at the time of calling tenders.

1.0 SCOPE:

- 1.1. The AMC FIRM by its acceptance hereof agrees to undertake the maintenance of the said Equipment installed at the locations specified in the ANNEXURE or any other location to which the said equipment may be moved to in future for the sake of convenience of the user or his authorized agent in this behalf for operation so as to make it fit for normal usage on the terms and conditions in this agreement.
- 1.2. The CUSTOMER shall provide full and free access of the said Equipment to the AMC FIRM and all his representatives authorized in writing to do so, for the performance of this agreement.
- 1.3. The CUSTOMER shall also provide adequate working space including necessary conditioned environment, electrical power and such other facilities as are required for the use of the AMC FIRM and his representatives. These facilities shall be within a reasonable distance of the said Equipment to be serviced and shall be provided at no charge to the AMC FIRM.
- 1.4. The AMC FIRM and its representatives alone shall undertake the repair and maintenance. If, persons other than the AMC FIRM effect modifications to the said equipment without the written consent of the AMC FIRM, then the AMC FIRM shall be discharged of its obligations under this agreement, provided, however, if the AMC FIRM agrees in writing to provide any special maintenance service required to restore the said Equipment to operating conditions, the same may be provided by the AMC FIRM on such terms and conditions as are mutually agreed upon in writing.
- 1.5. The AMC FIRM's responsibility to maintain the said Equipment in operating conditions is subject to:
 - (a) The non-occurrence of any event beyond the reasonable control of the AMC FIRM including, but not limited to acts of God or public enemy or Governmental authority, confiscation of facilities, act of GOD, war or threatened war, hostility, rebellion or sabotage or damage resulting from, flood, explosion, accident, riot, lockouts, strikes or other concerned acts of workmen direct or indirect and inability to obtain materials on the part of the AMC FIRM.
 - (b) Non-occurrence of any event occasioned by fault or negligence of the CUSTOMER, his agent or his employees to the system supplied by the AMMC FIRM such as but not limited, to power failure or fluctuation or rat menace or by CUSTOMER's failure to maintain the site specifications as stipulated by the AMC FIRM.
 - (c) Performance by the CUSTOMER of its obligation under this agreement.


Chief Mech. Engineer (Sr. M-IT)
MD's OFFICE, APSRTC,
MUSHEERABAD, HYDERABAD-500 020.(A.P.)
Tel: 7644436.



1.6 The AMC FIRM shall only be responsible for rendering maintenance and repair service to the said Equipment, but shall not be responsible for consequential damages arising out of factors beyond the control of the AMC FIRM.

2.0 DURATION OF AGREEMENT:

2.1 The duration of the agreement is for a period of one year (w.e.f. 25.7.2014 to 30.06.2015) and can be renewed thereafter or from a subsequent date as mutually agreed upon by both the parties to this agreement.

2.2 In case of bifurcation of APSRTC the AMC FIRM has to make separate agreements with the TELANGANA AND ANDHRA STATE ROAD TRANSPORT CORPORATIONS and can be renewed AMC thereafter with the respective said Corporations with the mutual consent.

2.2 Both the parties to the agreement may, with a notice in writing, two months prior to the expiry of this agreement, renew the Agreement for such period and on such terms and conditions as agreed upon mutually in writing.

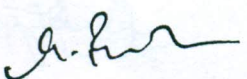
2.3 However, the service support is to be made available till the services are not expressly disengaged by APSRTC and communicated to that effect to the AMC FIRM in writing.

3.0 MAINTENANCE SERVICE AVAILABILITY:

3.1 The AMC FIRM agrees to provide maintenance service for the said Equipment, from Field Officer set up by the AMC FIRM for this purpose on all working days during two shifts 06.00 to 14.00 and from 14.00 to 22.00 on all working days of the Corporation. On Sundays call should be attended depending upon urgency. But for calls which are not urgent shall be attended on the following working day.

3.2 GENERAL CONDITIONS.

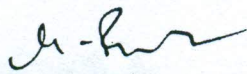
- a) One service engineer shall be available in Hyderabad, Vijayawada, Visakhapatnam, Karimnagar, Kurnool, Tirupathi and Nellore to attend to problems pertaining to the depots of respective zones of APSRTC.
- b) The AMC FIRM shall furnish name of Service Engineer(s) with their land and mobile numbers to be provided in advance and any change at a later date to be also informed immediately to Dy.CME(SM-IT) and AME-I(Mgr-IT), Bus Bhavan, Mushirabad, Hyderabad.
- c) The AMC FIRM shall maintain a record of all the complaints received, in a separate log book meant exclusively for the CUSTOMER. A call number of the complaint logged shall immediately be given to the CUSTOMER for reference. This will form a basis for verification in case of any disputes.

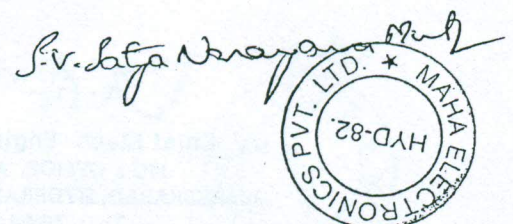

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Also, the CUSTOMER can enter the call closed particulars in www.apsrcinfo.com with service report (pdf file) for updating the calls closed.

- d) After attending to the rectification of the problems, signatures of only concerned persons i.e., Depot Manager/any Supervisor/System in charge / Divisional Core Group / Regional Core Group shall be obtained on the Service Call Reports duly indicating the name, designation, staff number and date below the signature. The AMC FIRM shall arrange to send a copy of Service Call Report immediately after rectification of problem, to concerned Officer at Head Office of CUSTOMER. Copies of the Call Reports shall also be produced during fortnightly review meetings at Head Office.
 - e) The AMC firm shall maintain minimum required spares/replacements, including one Linux Server, one 136 Column Dot Matrix Printer, one Monitor and one PC at the Head quarters of Service Engineers for attending to problems within their respective jurisdictions, in order to avoid delays in obtaining spares from the Head Office of the AMC FIRM.
 - f) Preventive maintenance for the equipment shall be carried out once in every six months, failing which no AMC payment will be made for that six months period. Original/Carbon copies of the call reports shall be submitted as evidence of having carried out half yearly Preventive Maintenance.
 - g) The Corporation is not liable to pay any compensation in case of death or injury (simple or grievous) caused to any service engineer/person engaged/authorized by the Vendor during rectification of the hardware problems within the Depot premises.
- 3.3 Preventive maintenance for the equipment shall be carried out by the AMC FIRM once in six month and preventive maintenance shall be carried out to the satisfaction of the Depot, any hardware problems existing at that time shall also be rectified. Preventive maintenance includes, but is not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior of the equipment and necessary repairing of the equipment. Half yearly preventive maintenance can be carried out when attending the Depots for breakdown calls, or can be carried out separately if no breakdown call is reported in that six months.
- 3.4. In the event the CUSTOMER is desirous of having any other alternative arrangement to be made by the AMC FIRM during the period of reconditioning of any part of the said Equipment which is likely to involve a long period of idle time, the AMC FIRM may agree to such an agreement on terms and conditions to be mutually agreed upon.


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3.5. Consumables like Printer Ribbon Cartridges, Printer Ribbon refills, Compact disks and Computer Stationary are not covered under this agreement.

3.6. Printer Heads are also covered under this Agreement.

3.7. The Contract is of comprehensive nature and shall cover all Spares and Components of the EQUIPMENT.

3.8. The AMC FIRM would be providing normal support on operating system and associated utilities during AMC period at no extra cost.

4.0 (a) The AMC FIRM will be providing average response time to 3 hours for any breakdown call received in local sites situated at the head quarters of the Company's Resident/Service Engineer and 20 hours for alls reported from depots which are located away from the Company's Resident/Service Engineers headquarters.

(b) For down time of computers and peripheral devices located at Depots penalty shall be levied on the firm as follows.

- | | |
|---|---------------------|
| 1) Down time of server | @ Rs.500/- per day. |
| 2) Printer not working due to logic card problems | @ Rs.150/- per day. |
| 3) CD-ROM drive/DVD-ROM drive/CD | @Rs.50/- per day. |

Writer / Combo Drive/DVD Writer not working.

- | | |
|-----------------------------------|---------------------|
| 4) Server monitor not working | @Rs.75/- per day. |
| 5) Keyboard not working | @ Rs.25/- per day. |
| 6) PC/Network Switch not working. | @ Rs. 50/- per day. |

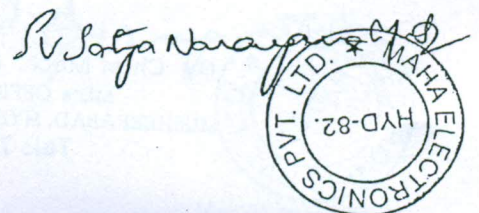
(c) Problems should be rectified within the period given hereunder.

- | | |
|---|---------|
| 1) Down time Server | 2 days |
| 2) Printer not working due to logic card problems | 2days. |
| 3) CD-ROM drive/DVD-ROM drive/CD Writer/
Combo Drive/DVD Writer not working. | 7 days. |
| 4) Server monitor not working. | 4 days. |
| 5) Keyboard not working. | 4 days. |
| 6) PC/Network Switch not working | 2 days. |

The above period is inclusive of the date on which the complaint is logged. Penalty indicated at item (b) above will be imposed for any additional delay over the period mentioned above. CE (IT) is the appellant authority on the issue of penalties.

J. K. R.

Dy Chief Mech. Engineer (Sr. M-IT)
MD's OFFICE, APSRTC,
MUSHEERABAD, HYDERABAD-500 020.(AP.)
Tel: 7644436.



4.10. The AMC FIRM shall be providing an uptime of not less than 95%. The down time will be calculated for the system if the CPU is down or if the depot/unit is unable to use the system owing to faults such as both hard disks not working / booting, both printers down, one or more pins not firing in both the printers leading to figures not being correctly printed in waybills etc., which disable the computer system being used for the main activity at the depot.

4.11 For the failure of SYSTEMS/PERIPHERALS a standby SYSTEM/PERIPHERAL of the same/high configuration will be provided by AMC firm, if the AMC firm is unable to rectify the problem within the time specified under item 4.0 (c).

In case where an equipment / peripheral cannot be repaired at the Depot, the same may be taken by the AMC FIRM for repairs, but only after providing a standby of same configuration to the CUSTOMER. The equipment / peripheral taken for repair shall be returned with the problems rectified, within 30 days, failing which cost of new equipment/ peripheral will be recovered from the AMC FIRM.

4.12. If the AMC FIRM fails to rectify any problem within 20 days after intimation of the problem, The CUSTOMER will proceed for local repairs and the expenditure so incurred will be deducted from the AMC amount payable to the AMC FIRM, in addition to the penalty levied for 20 days. Expenditure incurred by way of local repairs shall be deducted from the net AMC amount payable to the firm i.e., AMC amount arrived at, after deducting penalties for delays.

5.0 MAINTENANCE CHARGES:

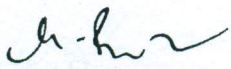
5.1 The CUSTOMER shall be liable to pay Rs.21735 + Service tax towards AMC charges per depot herein for the maintenance service rendered by the AMC FIRM during the principal period.

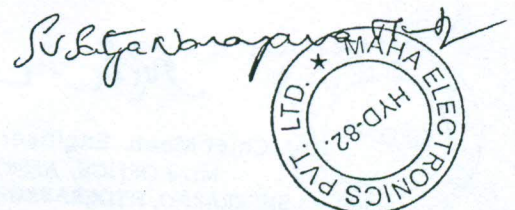
6.0 PAYMENT TERMS:

6.1. Payment shall be made at Head Office APSRTC on half yearly basis after end of the six months period from commencement of AMC on submission of claim and service call reports for problem attended during the period duly signed by the Depot Manager/Traffic Supervisor of the Depot.

6.2 Income Tax at the rates applicable shall be deducted at source at the prevailing rates by the CUSTOMER from the amount payable as maintenance charges.

6.3. Service Tax: - Proof of payment of service tax for previous bill has to be enclosed with second bill onwards.


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Tel: 7644436.



- 6.4. The AMC FIRM has to submit the Bank guarantee @ 15% of the total agreement value (Rs.10,25,682) for one year period i.e. Rs.1,53,852/- (Rupees one lakh fifty three thousand eight hundred and fifty two only) valid for 18 months i.e. up to 31.12.2015.
- 6.5. As and when bifurcation of APSRTC commences as ANDHRA and TELANGANA CORPORATIONS the AMC FIRM has to submit separate Bank Guarantee @ 15% of the total agreement value (Rs.7,57,051/-) i.e., Rs.1,13,558/- for Andhra and for TELANGANA Rs.40,295/- on total value of Rs.2,68,631 respectively duly collecting previous Bank guarantee.
- 6.6. The maintenance contract charges are not subject to any change even if subsequent price increases are accorded for the EQUIPMENT.
- 6.7. If for any reason the CUSTOMER wishes to replace the EQUIPMENT before the termination of the contract period, the proportionate charges for the un-expired period shall be deducted from the AMC Charges.
- 6.8. CUSTOMER reserves the right to deduct from the annual maintenance contract charges payable to the AMC FIRM, any other dues from the AMC FIRM for the transaction outside this agreement, like the penal amounts to be recovered for non-supply of items of hardware and / or software ordered with the company on any purchase order etc.
- 6.9. Any subsequent additions of peripherals equipment at a Depot shall also be covered under this contract. A mutually agreed upon rate will be paid for the new peripherals.

7.0. CHANGE OF LOCATION.

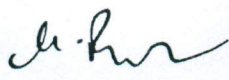
In case the CUSTOMER desires to shift the said EQUIPMENT from one location to another, such shifting shall be done under the supervision of the AMC FIRM's representatives. The CUSTOMER shall provide necessary manpower and any other requisite facility. Any damages caused or replacements necessitated in the course of shifting shall be at CUSTOMER's cost. No additional supervision charges shall be claimed by the AMC FIRM for such occasional services.

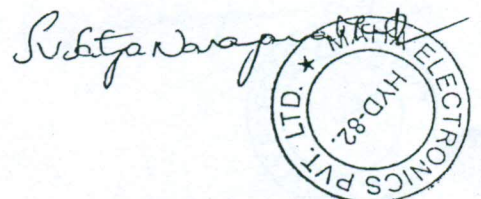
7.1 TERMINATION OF AGREEMENT:

Notwithstanding the provisions clause 2 (DURATION OF AGREEMENT) above, either party can terminate the agreement giving three month's advance notice in writing for non-performance of any of the clauses of this agreement by the other party or for any other reasons.

8.0 ARBITRATION:

CUSTOMER and AMC FIRM shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the AMC Agreement shall be settled at the level of Executive Director (E&IT) of APSRTC.


Dy Chief Mech. Engineer (Sr. M-IT)
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In case of failure of amicable settlement as is referred to above, the dispute shall be referred to the arbitration of the Vice Chairman and Managing Director, APSRTC who shall act as the sole arbitrator for settlement of such dispute(s) between the parties, and whose decision will be final and binding on all the parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

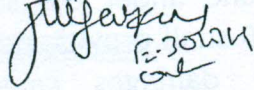
9.0 JURISDICTION.

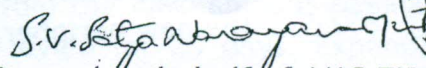
Subject to the arbitration herein referred above, provided any suit or proceedings to enforce the rights of either of the parties hereto under this agreement shall be instituted in and tried only by the Courts in the city of Hyderabad, AP and by no other Court, and both the parties hereto, hereby expressly agree to submit to the jurisdiction of such Court.

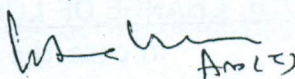
In witness there of the parties thereto acting through their properly constituted representatives there upon duly authorized have caused their presents to be signed and executed for in their respective names and on their behalf on the day, month and year first above written at Hyderabad.

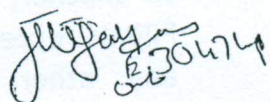
Signed, sealed and delivered in presence of


For and on behalf of APSRTC
Dy Chief Mech. Engineer (Sr. M-IT)
MD'S OFFICE, APSRTC,
1, WITNESS HYDRABAD HYDRABAD-500 026, AP
Tel: 7644436.

2. Witness 


For and on behalf of AMC FIRM

1. Witness 

2. Witness 



ANDHRA PRADESH

PARTICULARS OF DCP SYSTEMS FOR THE YEAR 01.07.2014 TO 30.06.2015.					
Sl.No.	DEPOT	MAKE	DOI	Rate/Annum	REMARKS
1	CRL	HCL	15-Feb-08	24421	
2	PDTR	WIPRO	14-Mar-09	24421	
3	PLMR	HCL	21-Nov-08	24421	
4	SML	WIPRO	7-Mar-09	24421	
5	VGR	HCL	26-Nov-08	24421	
6	GTY	HCL	30-Oct-09	20882	2 Clients only
7	GTKL	HCL	8-Dec-08	24421	
8	RYCT	WIPRO	25-Feb-09	24421	
9	KKL	HCL	8-Dec-08	24421	
10	PLS	WIPRO	4-Mar-09	24421	
11	KPM	HCL	12-Dec-08	24421	
12	RCPM	WIPRO	29-May-09	24421	
13	MRKP	HCL	13-Dec-08	24421	
14	PLVD	WIPRO	19-Mar-09	24421	
15	GDLR	HCL	14-Dec-08	24421	
16	PLKD	WIPRO	4-Mar-09	24421	
17	PDL	HCL	18-Dec-08	24421	
18	SLR	WIPRO	3-Mar-09	24421	
19	PLR	HCL	21-Dec-08	24421	
20	SKOTA	WIPRO	2-Mar-09	24421	
21	KDR	HCL	25-Jan-09	24421	
22	VYR	HCL	18-May-10	26191	5clients
23	AMP	WIPRO	29-May-10	26191	5 clients
24	MDKR	HP	19-Jun-10	20882	2Clients
25	TDP	HCL	17-Feb-11	24421	
26	ELR	HCL	17-Feb-11	24421	
27	BVRM	HCL	18-Feb-11	24421	
28	HDP	HCL	19-Feb-11	24421	
29	JRG	HCL	14-Mar-11	24421	
30	TPG	HCL	15-Mar-11	24421	
31	GVRM	HCL	31-Mar-11	24421	
TELANGANA					
1	NZB-II	WIPRO	24-Feb-09	24421	
2	ARMR	WIPRO	25-Feb-09	24421	
3	KRTL	WIPRO	26-Feb-09	24421	
4	NGKL	WIPRO	6-Mar-09	24421	
5	JGTL	WIPRO	26-Mar-09	24421	
6	KP	HCL	31-Mar-09	24421	
7	MSRD-II	HCL	10-May-10	24421	
8	MYP-II	HCL	10-May-10	24421	
9	HYT-II	HCL	13-May-10	24421	
10	UTNOOR	HCL	2-Feb-2011	24421	
11	WL-II	HCL	11-Feb-11	24421	

P.V. Satyanarayana Reddy

