

No-4/1/2007-E&GS  
Government of India  
Press Information Bureau

Shastri Bhawan  
New Delhi, Dated:21.2.2007

Subject:- AMC of photocopiers-regarding

Press Information Bureau invites the quotation for Comprehensive Annual Service Maintenance Contract in respect of 31 photocopier machine functioning at Shastri Bhawan New Delhi. The details of machines may be seen at Annexure I.

The sealed quotation may be submitted super scribed as "Quotation for Comprehensive Annual Service Maintenance Contract for photocopiers" and addressed to the Deputy Director, Press Information Bureau Room No 716, Shastri Bhawan, New Delhi so as to reach the undersigned by 3.00PM of 9.3.2007. The quotation will be opened on the same day at 4.00 PM. Interested parties or their authorized representatives who wish to be present at the time of opening of quotation may remain present.

Earnest money by means of a Demand Draft/Pay order of Rs.15000/- may be enclosed with the quotation. It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD may be prepared in the name of DDO, Press Information Bureau.

The contract shall be on a comprehensive maintenance service basis and no extra charges for any general wear and tear/spare parts, etc. shall be made by the Press Information Bureau. During the contract period it will be the responsibility of the Company to keep the equipments in perfect working order.

The repair work will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases the standby arrangement shall have to be made by the company and in no way the working of photocopier shall be held up for want of any standby arrangements.

The payment towards Comprehensive Annual Service Maintenance Contract shall be made in four equal installments each at the end of three months/each quarter on production of satisfactory report from the concerned users.

The firms are required to furnish documents in support of their standing and goodwill by certificates of Ministry/Department with complete address and telephone

Nos./Income Tax No./SC/CST No. List of present contracts in Govt. Departments may also be enclosed with the quotation.

The successful bidder has to submit the security as per Govt. rules.

The Press Information Bureau reserves the right to select or reject any or all quotations without assigning any reasons whatsoever.

Yours faithfully



(Sunil Madan)  
Deputy Director

## TERMS AND CONDITIONS OF AGREEMENT

THE AGREEMENT MADE ON \_\_\_\_\_ between Press Information Bureau (hereinafter referred to as 'THE CLIENT' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office Representatives and assigns) of the FIRST PART and M/s. \_\_\_\_\_ (hereinafter referred to as THE COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and permitted assigns) of the OTHER PART.”

(A) WHEREAS THE CLIENT has accepted the offer of the Company to render the service for the maintenance of..... with effect from..... at the cost of Rs. \_\_\_\_\_. For the entire services/maintenance/repairs for the maintenance on the terms and conditions herein.

(B) “WHEREAS THE CLIENT” is desirous of having maintenance and service of.....  
.... at Shastri Bhawan (hereinafter to be referred as Equipments).

(C) AND WHEREAS pursuant to the offer of the Company, the client has agreed to engage the Company for the maintenance of ..... on terms and conditions hereinafter.

(D) AND WHEREAS the company has offered to render its services to maintain the equipments to the satisfaction of the Client.

(E) NOW, THEREFORE. THIS AGREEMENT WITNESSES THAT THE PARTIES have agreed as follows:-

(i) **THE COMPANY SHALL render the maintenance, servicing and repair work for a period of ..... w.e.f. .... under Annual Maintenance Contract at the cost of Rs. \_\_\_\_\_/-per annum. Quarterly payment will be made after end of each quarter on production of satisfactory report from the concerned users.**

(ii) **THE COMPANY shall undertake to introduce a system of periodic preventive maintenance visits made by the Maintenance Personal, which shall be at least once in every month.**

(iii) **IN ADDITION TO PROMPT attendance to all the complaints within 2 hours/same day of receipt of its notice, the Company shall carry-out routine check up and maintenance of the.....at least once in a two months.**

(iv) **THE COMPANY shall take prompt corrective action in response to the complaints received by it through its visiting representatives within 2**

hours provided, however, in case of the complaints received at late hours of the day will be attended at the early hours of the following working day.

- (v) **UNLESS OTHERWISE AGREED** the company shall ensure to carry-out the maintenance and repairing work as per the latest modification standard applicable to the Client's Equipments.
- (vi) The Engineers will work under the instructions of the Automation Section of the Press Information Bureau and shall submit complaint sheets for each complaint attended by them. The complaint sheet, would clearly define the nature of the complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective users.
- (vii) The AMC will include rectification of all complaints to be done by Engineers. The engineer will have to ensure that all calls are attended within two working hours and the upkeep time for the repair of any system would be up to two working days.
- (viii) **IN THE EVENT OF FAILURE OF THE COMPANY** to fulfill any of its contractual obligations, the Client will be entitled, without prejudice to its any other rights available to it, to termination, the Company shall be liable to refund forthwith but not later than 15 days from the date of the letter communicating the termination, the balance amount for un-expired period along with the interest @21% per annum to be accrued from the date of drawl of such payments till the date of refund thereof. In case the Company does not refund the balance amount along with interest@ 21% per annum, the Security Deposit/Bank Guarantee/Surety Bond produced by the Company will be forfeited.
- (ix) **THE COMPANY** undertakes to discharge all its obligations under (Contract/Agreement) in good workmanship manner and in case any equipment remains idle for want of repairs or reprographics/IT materials for more than 48 successive hours or 2days after receiving complaints lodged by the user at the Service center, no payment will be paid to the company for the whole month. In case any equipment is down for want of spare parts, the company will have to furnish an undertaking duly attested by the user and the parts may be replaced in five(5) days unless otherwise the comp[any shall immediately refused the total maintenance charges for the corresponding period along with the interest at the rate of 21% per annum and after receiving the complaints lodged by the user at the Service Center of the Company the

**Equipments may be attended in 2 hours. If the complaint is lodged at the late hours of the day the same may be attended to on the following successive working day.**

- (x) THE COMPANY shall provide all preventive maintenance service, replacement of spare parts, etc free of charge. The company will take replaced parts. The Equipment will have to be repaired in-house. No Equipment should be taken out for repairs without a valid gate pass and making proper entries with the coordinator.**
- (xi) The defective equipments/spares will be replaced by the equipments/spares will be replaced by the equipments/spares of the same specification and in case these are not available, the higher specification will have to be installed. In no case, will defective items be replaced by old spares. The details of the defective items/ parts and of those are replaced will be specified in the log-sheet.**
- (xii) The Company shall provide functional Mobile Phone numbers to the Engineers for urgent communications.**
- (xiii) THE COMPANY will not revise the maintenance charges in between the period of the Agreement.**
- (xiv) Un-authorized person other than Company's authorized representative(s) will not be allowed to attend the machine.**
- (xv) The Client will pay additionally, if proved lawfully by MRTTP Commission/Consumer Court/Delhi High Court, for repairs/adjustment or replacements occasioned due to defects arising out of servicing/maintenance of the Equipment by un-authorized person other than from the Company, or the use of parts not supplied by the company, or negligence by the Client's employees, for willful act or default or any alteration or attachment to the Equipment. In cases the default is occasioned due to the negligence of the company's authorized Engineer/representatives/use of parts supplied by Company, the Client will not pay any additional charges and the Company shall indemnify the Client for any loss or damage caused or occasioned to the Client on account of such defaults**
- (xvi) If any of the components critical to the working of the photocopier is not working, this will be taken as total failure of the photocopier machine.**
- (xvii) The defective components may be replaced with the same configuration.**

**(xviii) Function of all components would be ensured for the proper functioning of operating system and all attachments should function properly.**

**(xix) The printing should be checked regularly not merely by using the standard checking process but printing of the users files would be checked up.**

**(xx) The photocopier machine should be serviced/cleaned in every 15 days.**

**(F) THE CLIENT agrees not to employ directly or indirectly any additional attachment, features, fixtures or devices on the equipment, not make alterations, additions or modifications there to except as may be advised/ permitted by the Company. During the contract period no attempt shall be made by the Client or by other person other than an authorized representative of the Company to repair, service or maintain the scheduled equipment.**

**(H) Client agrees to bear the cost and pay to the Company for the work in connection with reconfiguration, relocation and removal of the equipments subsequent to the original installation, other than the replacement of failed units, which will be done by the Company only.**

**(I) Repair, replacement or maintenance of the Schedule Equipments as deemed necessary will be done by the Company's Engineer during the working hours viz. 9.30AM to 6.00 PM on all days exclusive of Sunday and Holidays declares by Central/State Governments or local authorities at the place of work.**

**(J) The Obligations undertaken by the Authorized Signatory on Behalf of the Company shall not be discharged or on any way affected by the extension of time or any indulgence granted by the Client to the Company.**

**(K) IN WITNESS WHEREOF THE Parties here to through their respective authorized representatives caused this present executed on the day and any year mentioned above.**

**Signature of the \_\_\_\_\_ (Service)**

**(Name Shri: \_\_\_\_\_)**

**Annexure I**

S.No.	Photocopier	Sr. No. of Machine	Installed at	Date of Purchase
1.	Gestetner 3235	AQ 30830102	701	30.3.2000
2.	Ricoh 4327	A 737102010	102 B (DDG Comm)	30.3.2001
3.	Modi 5821	2903111420	129	25.3.2000
4.	Toshiba E Studio	CJG 454924	103B(DDG(A)	3.9.2004
5.	Ricoh 2015	J9056240316	105 (Urdu)	31.3.2005
6.	Modi 5821	2903111375	106(Hindi)	25.3.2000
7.	Modi DC 332	2140243097	108 (NIC)	30.3.2000
8.	Ricoh 2015	J9056240434	110	31.3.05
9.	Modi 5821	2903111642	113	25.3.2000
10.	Toshiba E Studio	CJD317216	113A	30.3.2000
11.	Toshiba E Studio	CJC 314532	114	30.3.2004
12.	Modi 5821	2903111456	122A	30.3.2002
13.	Modi 5825	2903693330	122C	30.3.1999
14.	Ricoh 4327	A737102006	132	30.3.2001
15.	Modi 5821	2903111588	128	30.3.2002
16.	Modi WC 320	3501801053	130	28.3.2003
17.	Modi 5821	2903111431	131	30.3.2002
18.	Gestetner 3235	2903693587	134	30.3.1999
19.	Ricoh 2015	J9056240315	701	31.3.2005
20.	Toshiba E Studio	CJG454929	703	3.9.04
21.	Toshiba E Studio	CJC314384	704	30.3.03
22.	Toshiba E Studio	CJC314394	704A	30.3.2003
23.	Ricoh 2015	J9056240289	705	31.3.2005
24.	Ricoh 2015	J9056240289	707A	31.3.05
25.	Modi 5825	2903692165	708	30.3.1999
26.	Modi 5825	2903693323	707	30.3.1999
27.	Toshiba E Studio	CJD317742	706	30.3.03
28.	Modi 5825	2903691584	712	30.3.1999
29.	Toshiba E Studio	CJD314373	716	16.5.2003
30.	Toshiba E Studio	CJG454923	13	3.9.04
31.	Ricoh 4327	OA737110035	748	31.3.2001