



सं. _____

No. _____

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN

नई दिल्ली-110107

New Delhi-110107

Dated 26th August, 2016

To,

M/s Unique Xerox Services
F-121, Basement, Lajpat Nagar-1st,
New Delhi-110024

Subject: Award of Maintenance Contract for Full Service Maintenance Agreement (FASMA) (including all spares and consumables) for all brands viz. Sharp, Toshiba, Canon, Kyocera etc. photocopier machines installed in Ministry of Steel.

Sir/Madam,

I am directed to refer to your Online Bid No.318441 dated 27.06.2016 regarding award of Maintenance for Full Service Maintenance Agreement (FASMA) (including all spares and consumables) for 35 photocopier machines of all brands viz. Sharp, Toshiba, Canon, Kyocera etc. photocopier machines installed in Ministry of Steel and to say that the Competent Authority has accepted the rate of 17 paise (B&W) per page for Maintenance Contract subject to terms and conditions as mentioned in Annexure-I.

2. The period of Maintenance contract will be valid for Two years with effect from 01.09.2016 to 31.08.2018. This period may be further extended as per the requirement of the Ministry for a period of six months or may be curtailed/ terminated before expiry of this period.

3. The Maintenance Contract will be made effective only after receiving your acceptance of terms and conditions of Maintenance Contract and deposit of Performance Security of Rs 10,000/- (Rs Ten Thousand only) by way of Fixed Deposit (FD).

4. This issues with the concurrence of Internal Finance Division (IFD) vide their Dairy No. 93 Dated 26.08.2016.

Yours faithfully

6/26/8/16
(K Murali)

Under Secretary to Government of India
23061243

Encl.: As above

Copy to :

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Pay and Accounts Office, Ministry of Steel

TERMS AND CONDITIONS

1. The contract will be valid for a period of 24 months w.e.f. award of the contract. However, the contract may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in service after giving one week notice to the selected firm.
2. 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 Ministry of Steel. During the contract period it will be the responsibility of the company to keep the equipment in perfect working condition.
3. The firm should not have been black listed by any Government Ministries/Departments nor any criminal case registered/pending against the firm or its owner/partner anywhere in India.
4. It will be the responsibility of the firm to ensure supply of genuine OEM spares parts (including all spares and consumables) of the photocopier machines and to keep the machines in working order all the times.
5. The number of photocopier machines may vary from time to time during the currency of the contract due to addition of new machines after warranty period or due to scrapping of old machines. As such, contract price may depend upon number of machines under FASMA.
6. The selected bidder will undertake service/repair of the photocopier machines in the presence of the user at the location of photocopier machines and provide a copy of call/service report to the user after getting his signature over it indicating the details of spare parts replaced and service provided by the engineer.
7. The selected firm should have at least one landline telephone connection and one mobile to lodge the complaint.
8. **Payment:** The firm will prepare separate log books for each of the machines to be taken under the FASMA. Preventive maintenance with special cleaning of the Photocopier machine from outside and inside with liquid cleaner will be carried out on quarterly basis. The payment will be made on quarterly basis after execution of jobs satisfactorily on production of Pre-receipted typed bills along with copy of all job cards and satisfactory performance reports from the users preferably signed by Gazetted officer.
9. The selected Service Provider(s) will be required to maintain job card for each product under FASMA (including all spares and consumables) showing all complaints lodged, action taken, parts replaced, time taken in rectification, etc. which shall be duly signed by the Engineer and users preferably by Gazetted officer.
10. **Preventive maintenance:** The Service Providers will attend preventive maintenance at least once in a quarter of all machines. The corrective maintenance would be attended to promptly.

Penalty Clause

11. The selected Service Provider(s) shall be responsible for the trouble free working of the machines and their upkeep for which no extra/additional charges shall be paid. The complaint shall be attended within four working hours. A penalty of Rs.200/- per day in case of down time of machine is more than 12 working hours shall be deducted from the bills of the contractor. In case of any damage to any system/machine during the maintenance by the contractor, the contractor will be fully responsible for the same and will require to pay full damages to the Ministry. In case, the contractor fails to maintain any machine within 15 days due to any reason whatsoever, it would be sufficient to conclude that the services of the contractor are not satisfactory and contract may be terminated forfeiting the Performance Security.

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26/8/16

12. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously down. In that situation it will be construed that the services of the contractor are unsatisfactory and the contract may be terminated leading to forfeiture of performance security.

13. The FASMA charges for the services provided under the contract by the tenderer shall in no event exceed the lowest price at which the tenderer provides the services of identical description to any person/organizations including the Ministry or any Ministry/Department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the Contract. If any time during the said period, the tenderer reduces the service charges to any person/organization including the Ministry or any Ministry/department of the Central or State Govt., or any statutory undertaking of the Central or State Govt., as the case may be, at a price lower than the price chargeable under the contract, the tenderer shall forthwith notify and pass on such reduction to the department and the price payable under the contract for the service provided after the date of coming into force of such reduction shall stand correspondingly reduced.

Arbitration Clause

14. **Arbitration:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Ministry will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment there of including the rules framed there under.

15. Pending the submission of and/or a dispute difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

16. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.



(K Murali)

Under Secretary to Government of India
T.No.O11-23061243