

तार का पता: "मिनीस्टील"

Telegraphic Address : "MINISTEEL"

सूचना का
अधिकार

सं० _____

No. _____

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

नई दिल्ली-110107
New Delhi-110107

Dated: 9 August, 2015

To,

M/s B S Enterprises,
U-143, ST. No. 3, Shakar Pur,
Delhi 110092

Subject: Award of Annual rate contract for supply of consumables refill/cartridge for microburst and refill/cartridge for auto janitor ~~for~~ installed in the Ministry of Steel.

Sir/Madam,

I am directed to refer to your Online Bid No. 118010 dated 17.06.2015 regarding award of **Annual rate contract for supply of consumables refill/cartridge for microburst and refill/cartridge for auto janitor ~~for~~ installed in the Ministry of Steel** and to say that the Competent Authority has accepted the rate of M/s. B.S. Enterprises subject to the terms and conditions as mentioned in Annexure-I.

2. The period of Annual Maintenance Contract (AMC) will be *valid for one year with effect from 1st September, 2015 to 31st August, 2016*. This period may be further extended as per the requirement of the Ministry for a period of six or may be curtailed/terminated before expiry of this period.

3. The Annual Maintenance Contract (AMC) will be made effective only after receiving your acceptance of terms and conditions of Annual Maintenance Contract (AMC) and deposit of Performance Security of Rs. 15000/- (*Fifteen thousand only*) by way of *Fixed Deposit (FD)*.

4. This issues with the concurrence of Internal Finance Division (IFD) vide their Dairy No. 112/IFD/2015 dated 18/8/2015

Yours faithfully,

Encl: As above

[Handwritten signature]
[Handwritten signature]
31/08/2015
[M/s B.S. Enterprises]
Prof.

[Handwritten signature]
28/8

(H. K. Wadhwa)

Under Secretary to the Govt. of India

23064243

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

23064243
अवर सचिव
इस्पात मंत्रालय
उद्योग भवन, नई दिल्ली

Terms and Conditions

1. The contract is for supply of consumables refill/cartridge for Microburst and refill/cartridge for Auto Janitor in Ministry of Steel will be valid for a period of 12 months w.e.f. award of the contract. However, the contract 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 owing to deficiency in service after giving one weeks' notice to the selected firm.
2. Payment shall be made by electronic transfer to the account of the firm on submission of pre-receipted typed bill in triplicate. No advance payment shall be made in any case.
3. The firm should be in a position to deliver and install required consumables for Microburst and Auto Janitor Refills on short notice as and when required or within two days from the date of receipt of the order.
4. The consumables for Microburst and Auto Janitor Refills will be delivered by the firm in Admn. General Division, Room No. 72, Udyog Bhawan, New Delhi and installed at respective locations. No separate installation charge shall be paid.
5. No increase in amount shall be considered during the period of Annual Contract. No other charges like transportation/fare etc., will be payable.
6. If the supplier fails to supply the consumables for Microburst and Auto Janitor Refills within the stipulated time or if the quality of the items is not as per the approved sample, the Ministry shall be free to make necessary purchase from the market at the suppliers risk and cost of which shall be recoverable from the bills or performance security. Further in case of any deficiency in service, a penalty of 5% on the total amount of the bill for the relevant month will be imposed .
7. If the firm commits breach of any of the term and conditions for is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and work will be assigned to another firm at the risk and cost of the firm.
8. This Ministry reserves the right to terminate the contract any times without assigning any reason therefore.

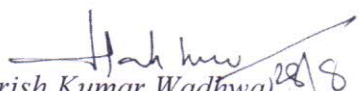
Arbitration Clause

9. 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

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उद्योग भवन, नई दिल्ली
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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.

10. The contract will be interpreted under Indian Laws and subject to the jurisdiction of Delhi Court.


(Harish Kumar Wadhwa) 28/8

Under Secretary to the Govt. of India

Tel: 23061243

