

## ITEM NO.- XXVIII (A)(2) AMC / Letters of Award issued by General Adm., M/o Culture

## Year 2020-21

Sl. No.	Subject	To whom issued	Validity Period	Reference No.
1.	AMC of EPABX of Minister and Ministry	M/s Gurusons Pvt. Ltd., 109, Southex Plaza-1, NDSE-II, New Delhi – 49.	02.07.2020 to 01.07.2021	M-38/3/2020-Genl. Dated 02.07.2020
			Extended upto 01.09.2021	M-38/3/2020-Genl. Dated 16.07.2021
			Fresh Contract 16.09.2021 to 17.10.2022	GeM Contract No. GEMC-511687704082447 dated 09.09.2021
2.	Hiring of Vehicles for official use.	1. M/s. R.K. Motors, Shop No. 359, 3 <sup>rd</sup> floor, Aggarwal Shopping Center, CD Block, Pitampura, New Delhi.	2019 -2020 upto 31.10.2020	Bid No. GEM/2019/B/151528 dated 07.01.2019 Letter No. 17-18/2018-GA dated 30.01.20 Letter No. 17-18/2018-GA dated 21.04.20 Letter No. 17-18/2018-GA dated 26.05.20 Letter No. 17-18/2018-GA dated 08.09.20 Letter No. 17-18/2018-GA dated 28.09.20
		2. M/s. Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi-110063.	2019 -2020 upto 31.10.2020	Bid No. GEM/2019/B/151786 dated: 07.01.2019 Letter No. 17-18/2018-GA dated 30.01.20 Letter No. 17-18/2018-GA dated 21.04.20 Letter No. 17-18/2018-GA dated 26.05.20 Letter No. 17-18/2018-GA dated 08.09.20 Letter No. 17-18/2018-GA dated 28.09.20
		3. M/s. Shree Ram Tour and Travels. Plot No.1, Kh.No. 245, G-Block, Prem Nagar, Najafgarh, New Delhi-110043.	01.11.2020 to 30.10.2021	GeM Contract No. GEMC-511687740781828 dated 27.10.2020
3.	AMC for repair & maintenance of ACs and general electrical equipment	M/s Satnam Enterprises, 1934, Outram Lane, Kingsway Camp, Delhi – 110009.	2019 – 2020 and 2020 – 2021 upto 19.11.2021	Letter No. 6-5/2017-GA dated 10.10.2018 Letter No. 6-5/2017-GA dated 30.07.2019 Letter No. 6-5/2017-GA dated 09.10.2020 Letter No. 6-5/2017-GA dated 19.01.2021 Letter No. 6-5/2017-GA dated 23.04.2021
4.	Tender for printing works in the Ministry	M/s. Krishna Enterprises, 2070/5, 1 <sup>st</sup> floor, Chuna Mandi, Paharganj, New Delhi-110055.	2017-2018, 2018-2019, 2019-2020 upto 21.12.2020	Letter No. 10-3/2017-GA dated 22.12.2017 Letter No. 10-3/2017-GA dated 04.01.2019 Letter No. 10-3/2017-GA dated 13.01.2019
5.	AMC for Computers, laptops and printers in the Ministry	M/s Nice Enterprises, B-132, 20ft. Road, Budh Vihar, Near Saraswati School, Mandoli, Delhi-110093.	2019 – 2020 and 2020 – 2021 upto 31.07.2021	Letter No. 16-12/2017-GA dated 23.08.2018 Letter No. 16-12/2017-GA dated 29.07.2019 Letter No. 16-12/2017-GA dated 30.07.2020
6.	CAMC for various types of Photocopy Machines installed in the Ministry	1. M/s Integrated Technologies, 2681, Sadipur main Bazar, New Delhi.	06.08.18 to 05.08.19	Letter No. 16-4/2017-GA dated 21.08.2018
			06.08.19 to 05.08.20	Letter No. 16-4/2017-GA dated 29.07.2019
			06.08.20 to 05.10.20	Letter No. 16-4/2017-GA dated 06.08.2020
			06.10.20 to 05.01.21	Letter No. 16-4/2017-GA dated 13.10.2020
			06.01.2021 to 10.01.2022	GEMC-511687730870204 dated 24.12.2020

		2. M/s. Planet 9X Technologies, 207/2, 2 <sup>nd</sup> floor, Janakpuri, District Centre, New Delhi-110058	01.02.2021 to 05.02.2022	GEMC-511687741710688 dated 22.01.2021
		3. M/s. Hind Digital Solutions, 2 <sup>nd</sup> floor, Jhandu Mention Building, F-128, Mohammad Pur, New Delhi-110066.	08.01.2021 to 12.01.2022	GEMC-511687731226708 dated 01.01.2021
		4. M/s. Prompt Solve, H.No.44, Gali. No.4, Gokalpuri, Delhi-94	06.07.2021 to 10.07.2022	GEMC-511687793717909 Dated 28.06.2021
7.	AMC for repair/maintenance of UPSs in the Ministry	M/s Nice Enterprises, B-132, 20ft. Road, Budh Vihar, Near Saraswati School, Mandoli, Delhi-110093.	2018-2019, 2019-2020, 2020-2021 upto 31.05.2021	Letter No. 16-6/2018-GA dated 06.06.2018 Letter No. 16-6/2018-GA dated 26.06.2019 Letter No. 16-6/2018-GA dated 26.05.2020
8.	AMC for repair/maintenance of various furniture items.	M/s Kamal Enterprises, Shop No. 13, A-1, C.S.C. Safdarjung Enclave, New Delhi – 110029.	29.06.2017 to 28.06.2018	5-7/2014-GA.pt. Dated 07.08.2017
			29.06.2018 to 28.06.2019	5-7/2014-GA.pt. Dated 13.08.2018
			29.06.2019 to 28.06.2020	5-7/2014-GA.pt. Dated 26.06.2019
			29.06.2020 to 28.12.2020	5-7/2014-GA.pt. Dated 16.07.2020
			29.12.2020 to 27.03.2021	15-1/2020-GA Dated 11.01.2021
			28.03.2021 to 27.05.2021	15-1/2020-GA Dated 20.04.2021
			28.05.2021 to 27.08.2021	15-1/2020-GA Dated 13.07.2021
9.	AMC for repair & maintenance of UPS.	M/s Nice Enterprises, B-132, 20ft. Road, Budh Vihar, Near Saraswati School, Mandoli, Delhi-93.	01.06.2018 to 31.05.2019	16-6/2018-GA dated 06.06.2018
			Extended for 01.06.2019 to 31.05.2020	16-6/2018-GA dated 26.06.2019
			Extended for 01.06.2020 to 31.05.2021	16-6/2018-GA dated 26.05.2020
			Extended for 01.06.2021 to 31.08.2021	16-6/2018-GA dated 01.06.2021
			Fresh Contract 10.09.2021 to 09.11.2022	GeM Contract No. GEMC-511687736475029 dated 03.09.2021



F. No: M-38/3/2020-Genl.  
Government of India  
Ministry of Culture  
General Administration Section

27/9

Shastri Bhawan New Delhi,  
Dated: 16<sup>th</sup> July, 2021

To,

M/s. Gurusons Communications Pvt.Ltd  
109, Southex Plaaza -I  
NDSE-II  
New Delhi -49

Subject:-Extension of the contract of the firm M/s. Gurusons Communications Pvt. Ltd for CAMC of Siemens make EPABX System for inter-com installed in Room No. 331-C, Wing and O/o HCM, Ministry of Culture, Shastri Bhawan, New Delhi -Reg.

Sir,

I am directed to convey the approval of competent authority in the Ministry of Culture to extend the services for CAMC of Siemens make EPABX System for inter-com installed in Room No. 331-C, Wing and O/o HCM, Ministry of Culture, Shastri Bhawan, New Delhi by the firm namely M/s. Gurusons Communications Pvt.Ltd w.e.f. 02.07.2021 to 01.09.2021 or till the finalization of new contract, whichever is earlier, on same rates and terms & conditions.

2. This issues with the approval of competent authority in the Ministry

  
(D M Khare)

Under Secretary to the Govt. of India

Copy to:-

1. Pay and Accounts office, Ministry of Culture
2. DDO, Ministry of Culture
3. Cash Section, Ministry of Culture
4. IFD, Ministry of Culture

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**Contract**



**Contract No:** GEMC-511687704082447

**Generated Date:** 09-Sep-2021

**Bid/RA/PR No:** GEM/2021/B/1369110

<b>Organisation Details</b>		<b>Buyer Details</b>	
Type:	Central Government	Designation:	Section Officer
Ministry:	Ministry of Culture	Contact No.:	011-23381282-306
Department:	NA	Email ID:	raj.bhoj@nic.in
Organisation Name:	N/A	GSTIN:	N
Office Zone:	Delhi	Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

<b>Financial Approval Detail</b>		<b>Paying Authority Details</b>	
IFD Concurrence:	Yes	Payment Mode:	PFMS
Designation of Administrative Approval:	DS (Admn)	Designation:	DDO
Designation of Financial Approval:	DS (Admn)	Email ID:	socash-culture@gov.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, CENTRAL DELHI, DELHI-110001, India

<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in GSTIN: N Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance service - EPABX System

<b>Service Provider Details</b>	
GeM Seller ID:	1B52180000095540
Company Name:	GURUSONS COMMUNICATIONS PRIVATE LIMITED
Contact No.:	01142643800
Email ID:	prem.bhatia@gurusons.com
Address:	109,SOUTH EXTN. - II,SOUTH EX PLAZA - I, New Delhi, DELHI-110049, -
MSME verified:	Yes
MSE Social Category:	General
GSTIN:	07AAACG1078M1ZH , 29AAACG1078M1ZB , 07AAACG1078M1ZH

\*GST / Tax invoice to be raised in the name of - Buyer

<b>Service Details</b>	
<b>Contract Start Date :</b> 16-Sep-2021	<b>Contract End Date :</b> 17-Oct-2022
<b>Category Name :</b> Annual Maintenance service - EPABX System	
<b>Billing Cycle :</b> quarterly	

Description	Quantity	(Unit Price) Cost per EPABX System per Annum
Number of SIP Phones (max) :	NA	1 221877.000
VINTAGE of the EPABX System :	5 to 7 years	
Number of SIP Trunks (max) :	NA	
Number of Digital Phone (max) :	64	
condition of Product ( AT THE TIME OF BIDDING ) :	Under Warranty and functional; Under AMC and function; Functional;	
Brand/MAKE OF EPABX SYSTEM :	Unify	
District :	NA	
Type of AMC :	Comprehensive	
OTHER ASSETS which are integral part of the EPABX system and covered under the scope of the AMC service :	MDF, UPS	
Frequency of Routine/Preventive Maintenance Service :	quaterly	
Number of Junction/FXO line (max) :	12	
Technology/Architecture of EPABX system :	Hybrid ( Microprocessor based also supporting SIP extension )	

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Number Phone/end point (Analogue Extensions /FXS) (max) :	160
Zipcode :	NA
for :	pabx system-EPABX

**Total Amount (Formula) :**  
(Cost per EPABX System per Annum\*Quantity\*Contract Period/365)

Total Value without Addons :	238289.82
Total Addon Value	0
Total Value Including Addons	238289.82

<b>Amount of Contract</b>	
Total Contract Value Including All Duties and Taxes in INR	238289.82

**SLA Details - Annual Maintenance service - EPABX System**

**SPECIAL TERMS AND CONDITIONS (STC) FOR ANNUAL MAINTENANCE CONTRACT- AMC SERVICE OF EPABX- SYSTEM**

**1. Preamble**

All Annual Maintenance Contract (AMC) of EPABX - SYSTEM placed through GeM shall be governed by the following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;
- (ii) The Special Terms and Conditions (STC) in this document;
- (iii) Product Specific STC of EPABX - SYSTEM as defined in Service Catalogue of the product which includes SLA for the Service for that particular product;
- (iv) BID / Reverse Auction specific ATC.

- The above terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersede GTC, in case of any conflicting provisions.
- The above set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
- This document represents a Service Level Agreement ("SLA") governing the contract between the Buyer and Service Provider (SP). The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all the services covered as mutually understood and agreed by the stakeholders.

**2. Stakeholders**

The following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders . It is assumed that all the stakeholders have read and understood the same before signing this SLA/ STC.

**3. Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Service Provider shall carry out preventive maintenance Services (PMS) on quarterly / monthly basis as indicated in bid document and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for all equipment at least once in once in a month / three months as needed by the buyer. If nothing

indicated PMS will be done once in at three months during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Service Provider must submit the preventive maintenance report along with satisfactory service report from the user to designated authority of buyer for record and SLA compliance. The scope of Annual Comprehensive Maintenance Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document. Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises. Comprehensive AMC includes all parts of the equipment except battery of endpoint/phone and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract. This would include (Depending upon the contract Duration /contractual obligation):

- 1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
- 2. Annual Maintenance Services (AMS)
- 3. Break Down Services/Repair (BDS)

Note : Buyer may use GeM portal to meet requirement of battery replacement as and when need arise.

**4. BUYER OBLIGATIONS:**

**4.1 Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.** The details shall include the EPABX - SYSTEM and OTHER ASSETS covered under the scope of The AMC service as integral part of the EPABX System .

4.2 Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.

4.3 Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.

4.4 The buyer specific instructions including specific activities/ work requirements related to the AMC of EPABX - SYSTEM shall be provided by the Buyer with approval of competent Authority at the time of bidding.

4.5 If needed complete layout of the site/location/building where EPABX - SYSTEMs are located/installed may be provided by the Buyer to Service Provider after placement of the contract to the successful bidder.

4.6 Buyer shall make the payments on time as per the agreed time lines to the Service Provider.

**5. Service Provider Obligations:**

5.1. The Firm would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/place where they are placed/ located. If there is shifting of the equipment/s under this AMC, the SP (service provider / firm) will have to make changes in record accordingly. Designated nodal officer would assist the SP in this task and ensure this to be done under his supervision.

5.2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.

5.3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk set by SPA at user premises by the service provider Proper record of the complaints should be maintained by the AMC Service Provider /Support Engineer at each consignee location / user premises.

5.4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Service Provider should have the required drivers / software for maintaining the PCs and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications/ software and updating of drivers etc.

5.5. The Service Provider is required to maintain the log sheet which will include number of

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services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

5.6. The Service Provider must fulfill the requirement of number of preventive maintenance services mention in the contract / e bid documents.

5.7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.

## **6. Special Terms and Conditions :**

6.1 The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

6.2 The comprehensive maintenance includes preventive maintenance monthly / quarterly and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

6.3 The user Departments shall indicate preferably the Equipment Name, Quantity, Location, Invoice Date, Brief Problem of Machine (if any), make & model to enable the service provider to prepare the maintenance work.

6.4 All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.

6.5 Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

6.7 In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses

6.8 The annual maintenance shall be carried out primarily at the premises as specified in the work order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly.

6.9 In case the Service Provider fails in adhering to the daily maintenance requirements, and Buyer must make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

6.10 The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.

6.11 The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system.

6.12 Preventive periodic maintenance report from the SP should be submitted to the nodal officer without fail.

6.13 Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the EPABX - SYSTEMS. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the same make and functional capability as originally available in the system.

6.14 In case of delay in attending to problems, breakdown of EPABX - SYSTEMS due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement shall be levied as indicated in the Penalty Clauses.

6.15 After carrying out repair when required certificate regarding equipment working condition should be obtained from concerned Buyer/ Nodal Officer.

6.16 Service provider shall provide minimum warranty of 12 months for the replaced part from date of such replacement /repair.

6.17 The Service Provider will make sure that all the hardware assets are in working conditions in users' premises. The Service Provider shall provide service support as and when required during the AMC period without any extra cost.

## **7. Response Time:**

In case , no part is replaced, then such complaint must be attended within 4 hours of lodging of such complaint. However, in case of requirement of change of spare part, then complaint should be resolved within 48 hours of lodging. Majority of faults should be rectified in the first response itself. However, maximum period allowed for rectification shall be 48 hours.

In case the system is not repaired, or an alternative system not supplied within the period of 48



hours from the time of failure reported, then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

**8. System Uptime**

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X \*100.

**The selected bidder shall ensure 95% uptime**

**9. Payment Terms:**

- a. The AMC contract is based on Unit rate per EPABX system per Annum (in Rs.)
- b. The payment will be made to AMC Service provider as indicated in bid document. If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of invoice/ bill by the Service Provider on completion of each quarter after deducting penalty amount, if any.
- c. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

**10. Penalties and Termination:**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

Service Provider shall have the right to terminate the contract if the Buyer fails to make the payment on time i.e. payments to be made for the previous quarter before the due of next quarter.

Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48 hours.

If the Service Provider is not able to complete or turn up for the calls, then Buyer can avail the services from any other local service provider / local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider / from his due amount.

The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

**Penalties**

Sl. No	Service Level Agreement	Base Performance	Line	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks from award of the contract		Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit		Warning to be given	0.5% will be charged	1% will be charged

		/ per maintenance arising on call		from the order	from the order
	Delay in carrying out Preventive/Routine maintenance as per schedule	To be carried out within 48 hours when due.	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay
4	Delay in carrying out repairs where no spare part change is involved	4 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 48 days of lodging of complaint	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	Rs 750	Rs 1000 for 3 <sup>rd</sup> and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization

**Additional Required Data/Document(s) : Buyer**

- 1. details of OTHER ASSETS [click here](#)

**Additional Data/Document(s) : Seller**

- 1. Certificate (Requested in ATC) [click here](#)

**Terms and Conditions**

**1. General Terms and Conditions-**

**1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**

**1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.**

**1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**

**1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**

**1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**

**1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**

**1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**

**1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**

**1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.**

**1.10 Financial Certificate:**

**1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**

**1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

**1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.**

**1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.**

**2. Additional Terms and conditions-**

**2.1 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.**

**2.2 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.**

**2.3 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.**

**2.4 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.**

**2.5 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.**

**2.6 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.**

**Note: This is system generated file. No signature is required.**



Bid Number: GEM/2019/B/151528  
Dated: 07-01-2019

**Bid Document**

**Bid Details**

Bid End Date/Time	17-01-2019 20:00:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	15 (Days)
Ministry/State Name	Ministry Of Culture
Department Name	Na
Organisation Name	N/a
Office Name	Delhi
Item Category	Vehicle Hiring Service (Long Term)
Contract Period	12 Month(s)
Project Experience Required	Yes
MSE Exemption For Years Of Experience And Turnover	No

**Vehicle Hiring Service (Long Term) ( 5 )**

**Technical Specifications**

Specification	Values
Vehicle Type	Premium Sedan
Package	Monthly High Usage
Location	NCR
Vehicle Brand	Ciaz
Vehicle Category	AC
Extra KMs	0
Extra Hrs	0

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Vehicles of above mentioned technical	Additional Requirement

13  
5

1	Manoj Dehury	110001, Room No.330, C Wing, Shastri Bhawan	5	• Number of packages in Contract Period : 12
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**EMD Detail**

Advisory Bank	Bank of India
EMD Percentage(%)	1.00
EMD Amount	26400

**ePBG Detail**

Required	No
----------	----

**Splitting**

Bid splitting not applied.

**Buyer Specific Additional Terms and Conditions**

- 1. Scope of Service (Bid price to include all cost components) :** SLA and Penalty Clauses as mentioned in the Service Level Agreement of the Service
- 2. Procurement under this bid is reserved for purchase of Services from :** Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.
- 3. Purchase preference will be given to :** (if L-1 is not from selected category and Service Provider (s) from selected category has/have quoted price within L-1+ ----( to be specified) % of margin of purchase preference /price band defined in relevant policy, such Service Provider shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.
- 4. Execution of Service (Log Sheet) :** The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.

This Bid is governed by the General Terms and Conditions, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

---Thank You---

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 30<sup>th</sup> January, 2020.

To

M/s R. K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Center,  
CD Block, Pitampura,  
Delhi - 110088.

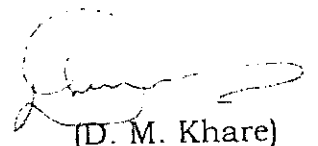
Subject:- Extension of contract of the firm M/s R. K. Motors, Shop No. 359, 3<sup>rd</sup> Floor, Aggarwal Shopping Center, CD Block, Pitampura, Delhi for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture - regarding.

Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. R. K. Motors, Pitampura, Delhi on monthly basis w.e.f. **01.02.2020 to 31.03.2020** for two months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,



(D. M. Khare)

Under Secretary to the Govt. of India

**Copy to :-**

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. Drawing and Disbursing Officer, Ministry of Culture.
3. Cash Section, Ministry of Culture.
4. IFD, Ministry of Culture.

(15)

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 21<sup>st</sup> April, 2020.

To

M/s R. K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Center,  
CD Block, Pitampura,  
Delhi – 110088.

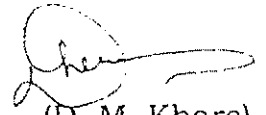
Subject:- Extension of contract of the firm M/s R. K. Motors, Shop No. 359, 3<sup>rd</sup> Floor, Aggarwal Shopping Center, CD Block, Pitampura, Delhi for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture – regarding.

Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. R. K. Motors, Pitampura, Delhi on monthly basis w.e.f. **01.04.2020 to 31.05.2020** for two months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,

  
(D. M. Khare)

Under Secretary to the Govt. of India

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4. IFD, Ministry of Culture.

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 26<sup>th</sup> May, 2020.

To

M/s R. K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Center,  
CD Block, Pitampura,  
Delhi - 110088.

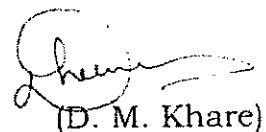
Subject:- Extension of contract of the firm M/s R. K. Motors, Shop No. 359, 3<sup>rd</sup> Floor, Aggarwal Shopping Center, CD Block, Pitampura, Delhi for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture - regarding.

Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. R. K. Motors, Pitampura, Delhi on monthly basis w.e.f. **01.06.2020 to 31.08.2020** for further three months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,



(D. M. Khare)

Under Secretary to the Govt. of India

**Copy to :-**

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. Drawing and Disbursing Officer, Ministry of Culture.
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4. IFD, Ministry of Culture.



F. No. 17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

17

Shastri Bhawan, New Delhi  
Dated:- 8 September, 2020


To,

M/s. R.K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Centre,  
CD Block, Pitampura,  
Delhi-110088.

Subject:- Extension of contract of the firm M/s. R.K. Motors, for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture - regarding.

I am directed to convey the approval of the competent authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category Private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry by the firm namely M/s. R.K. Motors, Pitampura, Delhi on monthly basis w.e.f. 01.09.2020 to 30.09.2020

2. This issues with the approval of the competent authority in the Ministry.



(D. M. Khare)

Under Secretary to Govt. Of India

Copy to:

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. DDO, Ministry of Culture
3. Cash Section Ministry of Culture
4. IFD, Ministry of Culture

17

F. No. 17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

Shastri Bhawan, New Delhi  
Dated:- 28 September, 2020

To,

M/s. R.K. Motors,  
Shop No. 359, 3<sup>rd</sup> Floor,  
Aggarwal Shopping Centre,  
CD Block, Pitampura,  
Delhi-110088.

Subject:- Extension of contract of the firm M/s. R.K. Motors, for providing of private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry of Culture – regarding.

I am directed to convey the approval of the competent authority in the Ministry of Culture to extend the services for providing of Premium Sedan Category Private vehicles/cars/taxis (Premium Sedan Category) for official use in the Ministry by the firm namely M/s. R.K. Motors, Pitampura, Delhi on monthly basis w.e.f. 01.10.2020 to 31.10.2020 or till the finalization of new contract, whichever is earlier, on same rates and terms and condition.

2. This issues with the approval of the competent authority in the Ministry.

  
(D. M. Khare)

Under Secretary to Govt. Of India

Copy to:

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2. DDO, Ministry of Culture
3. Cash Section, Ministry of Culture
4. IFD, Ministry of Culture



Bid Number: GEM/2019/B/151786  
Dated: 07-01-2019

### Bid Document

#### Bid Details

Bid End Date/Time	17-01-2019 18:00:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	15 (Days)
Ministry/State Name	Ministry Of Culture
Department Name	Na
Organisation Name	N/a
Office Name	Delhi
Item Category	Vehicle Hiring Service - Sedan
Contract Period	12 Month(s)
Project Experience Required	Yes
MSE Exemption For Years Of Experience And Turnover	No

### Vehicle Hiring Service - Sedan ( 6 )

#### Technical Specifications

Specification	Values
Package	Monthly Normal Usage
Vehicle Brand	Swift Dzire
Vehicle Category	AC
Extra KMs	0
Extra Hrs	0

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Vehicles of above mentioned technical specification	Additional Requirement
1	Manoj Dehury	110001, Room No.330, C Wing, Shastri Bhawan	6	• Number of packages in

20

Contract Period  
: 12

#### EMD Detail

Advisory Bank	Bank of India
EMD Percentage(%)	5.00
EMD Amount	131040

#### ePBG Detail

Required	No
----------	----

#### Splitting

Bid splitting not applied.

### Buyer Specific Additional Terms and Conditions

1. **Scope of Service (Bid price to include all cost components) :** Scope of Work and Service along with obligations mentioned in the Service Level Agreement of the Service
2. **Purchase preference will be given to :** (if L-1 is not from selected category and Service Provider (s) from selected category has/have quoted price within L-1+ ----(to be specified) % of margin of purchase preference /price band defined in relevant policy, such Service Provider shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.
3. **Execution of Service (Log Sheet) :** The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

---Thank You---

21

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 30<sup>th</sup> January, 2020.

To

M/s Mukhija Travels,  
811-A, Pocket-II,  
Paschim Puri,  
New Delhi - 110063.

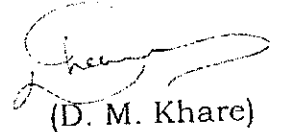
Subject:- Extension of contract of the firm M/s Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi for providing of private vehicles/cars/taxis (Sedan Category) for official use in the Ministry of Culture - regarding.

Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi on monthly basis w.e.f. **01.02.2020 to 31.03.2020** for two months on same terms & conditions.

2. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,

  
(D. M. Khare)

Under Secretary to the Govt. of India

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4. IFD, Ministry of Culture.

22

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 21<sup>st</sup> April, 2020.

To

M/s Mukhija Travels,  
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Paschim Puri,  
New Delhi - 110063.

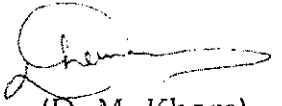
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4. IFD, Ministry of Culture.

No. F.17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

Shastri Bhawan, New Delhi,  
Dated the 26<sup>th</sup> May, 2020.

To

M/s Mukhija Travels,  
811-A, Pocket-II,  
Paschim Puri,  
New Delhi - 110063.

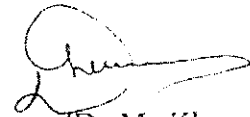
Subject:- Extension of contract of the firm M/s Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi for providing of private vehicles/cars/taxis (Sedan Category) for official use in the Ministry of Culture - regarding.

Sir,

I am directed to convey the approval of the Competent Authority in the Ministry of Culture to extend the services for providing of Sedan Category private vehicles/cars/taxis for official use in the Ministry by the firm namely M/s. Mukhija Travels, 811-A, Pocket-II, Paschim Puri, New Delhi on monthly basis w.e.f. **01.06.2020 to 31.08.2020** for further three months on same terms & conditions.

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3. Cash Section, Ministry of Culture.
4. IFD, Ministry of Culture.

F. No. 17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

24

Shastri Bhawan, New Delhi  
Dated:- 8 September, 2020

To,

M/s. Mukhija Travels,  
311-A, Pocket - II,  
Paschim Puri,  
New Delhi-110063.

Subject:- Extension of contract of the firm M/s. Mukhija Travels, for providing of private vehicles/cars/taxis (Sedan Category) for official use in the Ministry of Culture - regarding.

I am directed to convey the approval of the competent authority in the Ministry of Culture to extend the services for providing of Sedan Category Private vehicles/cars/taxis (Sedan Category) for official use in the Ministry by the firm namely M/s. Mukhija Travels, Paschim Puri, Delhi on monthly basis w.e.f. 01.09.2020 to 30.09.2020

2. This issues with the approval of the competent authority in the Ministry.

  
(D. M. Khare)

Under Secretary to Govt. Of India

Copy to:

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. DDO, Ministry of Culture
3. Cash Section, Ministry of Culture
4. IFD, Ministry of Culture



F. No. 17-18/2018-GA  
Government of India  
Ministry of Culture  
General Administration Section

25

Shastri Bhawan, New Delhi  
Dated:- 28 September, 2020

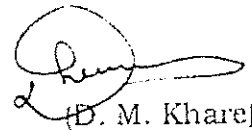
To,

M/s. Mukhija Travels,  
311-A, Pocket - II,  
Paschim Puri,  
New Delhi-110063.

Subject:- Extension of contract of the firm M/s. Mukhija Travels. for providing of private vehicles/cars/taxis (Sedan Category) for official use in the Ministry of Culture - regarding.

I am directed to convey the approval of the competent authority in the Ministry of Culture to extend the services for providing of Sedan Category Private vehicles/cars/taxis (Sedan Category) for official use in the Ministry by the firm namely M/s. Mukhija Travels, Paschim Puri, Delhi on monthly basis w.e.f. 01.10.2020 to 31.10.2020 or till the finalization of new contract, whichever is earlier, on same rates and terms and condition.

2. This issues with the approval of the competent authority in the Ministry.



(D. M. Khare)  
Under Secretary to Govt. Of India

Copy to:

1. Pay and Accounts Office, Ministry of Culture, NAI Annexe, New Delhi.
2. DDO, Ministry of Culture
3. Cash Section, Ministry of Culture
4. IFD, Ministry of Culture

Organisation Details		Buyer Details	
Type:	Central Government	Name:	Bhoj Raj
Ministry:	Ministry of Culture	Designation:	Section Officer
Department:	NA	Contact No.:	011-23381282-306
Organisation Name:	N/A	Email ID:	raj.bhoj@nic.in
Office Zone:	Delhi	GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Name:	Parveen Kumar
Designation of Administrative Approval:	Secretary (Culture)	Designation:	DDO
Designation of Financial Approval:	JS and FA	Email ID:	socash-culture@gov.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, CENTRAL DELHI, DELHI-110001, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Name: Bhoj Raj Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 KM   400 hours; Local
		Monthly Basis Cab & Taxi Hiring Services - Sedan; 2700 Km   400 hours; Local

Service Provider Details	
Company Name:	SHRI RAM TOUR & TRAVELS
Contact No.:	09991715199
Email ID:	jthakurca@gmail.com
Address:	PLOT NO 1 G BLOCK,PREM NAGAR,NAJAF GARH, DELHI, DELHI-110043, -
MSME verified:	Yes
GSTIN:	07ADAFS4525R1ZL

Service Details	
Contract Start Date : 01-Nov-2020	Contract End Date : 31-Oct-2021

Service	Quantity (Quantity)	Unit Price Monthly Base Fare (Per package) inclusive of GST	Total Amount (Formula) (Quantity*Monthly Base Fare (Per package) inclusive of GST*Duration in Months within the Contract Period)
<b>Monthly Basis Cab &amp; Taxi Hiring Services - Premium Sedan; 2500 KM   400 hours; Local</b> Billing Cycle : monthly Category Name : Monthly Basis Cab & Taxi Hiring Services Year of Vehicle Model : 2019 Air Conditioning : A/C Type of car (Please select at least 3 options) : Maruti Suzuki Ciaz, Toyota Corolla, Maruti Suzuki Vitara Brezza District : NA Type of Service : Local Km Travelled : 25,000-50,000 kms Zipcode : NA			

Vehicle type : Premium Sedan

Usage Variant : 2500 KM / 400 hours

294766/2020/Gen. Admn.


The bidder should not have been blacklisted or debarred by any Central/ State

27

5

39800.000

2,460,000

Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid : Yes <b>294766/2020/Gen. Admn.</b> Buyer Parameter & Add-ons : Additional Kms per Month : 100 Additional Hours per Month : 20 Duration in Months within the Contract Period : 12 Additional Hours required per vehicle (Price per Hour(s)) : Premium Sedan Additional Kms required per vehicle(Price per Km(s)) : Premium Sedan			
	<b>Quantity (Quantity)</b>	<b>Unit Price Monthly Base Fare (Per package) inclusive of GST</b>	<b>Total Amount (Formula) (Quantity*Monthly Base Fare (Per package) inclusive of GST*Duration in Months within the Contract Period)</b>
<b>Monthly Basis Cab &amp; Taxi Hiring Services - Sedan; 2700 Km   400 hours; Local</b> Billing Cycle : monthly Category Name : Monthly Basis Cab & Taxi Hiring Services Type of car (Please select at least 3 options) : Honda Amaze, Maruti Suzuki Dzire, Hyundai Xcent Zipcode : NA Km Travelled : 25,000-50,000 kms Vehicle Type : Sedan District : NA Air Conditioning : A/C Year of Vehicle Model : 2019 The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid : Yes Usage Variant : 2700 Km   400 hours Type of Service : Local	7	26400.000	2,486,400
Buyer Parameter & Add-ons : Additional Kms per Month : 300 Additional Hours per Month : 20 Duration in Months within the Contract Period : 12 Additional Kms required per vehicle(Price per Km(s)) : Sedan Additional Hours required per vehicle (Price per Hour(s)) : Sedan			
Total Amount Including All Duties and Taxes in INR			4,946,400

**SLA Details - Monthly Basis Cab & Taxi Hiring Services - Sedan; 2700 Km | 400 hours; Local**

# Service Level Agreement for Monthly Basis Cab & Taxi Hiring Services

## 1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to define the scope of work, buyer's obligations, special terms and conditions for the provision of Cab & Taxi Hiring Service from the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

## 2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The objectives are as follows:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
  2. Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
1. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same modified on mutual consent of the stakeholders.

294766/2020/Gen. Admn.

29

### 3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agent as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence. It is assumed that all stakeholders have read and understood the same before signing the document.

### 4 Scope of Services

This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals.

**Types of Cars:** Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"><li>1. Maruti Suzuki WagonR</li><li>2. Maruti Suzuki Celerio</li><li>3. Maruti Suzuki Swift</li><li>4. Hyundai i10</li><li>5. Hyundai i20</li><li>6. Tata Tiago</li><li>7. Datsun Go</li><li>8. Tata Bolt</li><li>9. Hyundai Santro</li><li>10. Tata Indigo</li></ol>
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"><li>1. Honda Amaze</li><li>2. Maruti Suzuki Dzire</li><li>3. Tata Tigor</li><li>4. Hyundai Xcent</li><li>5. Ford Aspire</li><li>6. Volkswagen Ameo</li><li>7. Tata Zest</li><li>8. Nissan Sunny</li><li>9. Toyota Etios</li></ol>
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"><li>1. Maruti Suzuki Ciaz</li><li>2. Honda City</li><li>3. Volkswagen Vento</li><li>4. Toyota Corolla</li><li>5. Hyundai Verna</li><li>6. Skoda Rapid</li></ol>
		<ol style="list-style-type: none"><li>1. Maruti Suzuki Ertiga</li></ol>

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SUV

This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.

3. Mahindra Scorpio
4. Maruti Suzuki XL6
5. Ford Ecosport
6. Hyundai Creta
7. Renault Duster
8. Mahindra TUV300
9. Mahindra XUV300
10. Mahindra XUV 500

MUV

This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT

1. Mahindra Bolero Camper
2. Tata Xenon
3. Mahindra Imperio
4. Isuzu Dimax

Premium SUV/MUV

This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.

1. Toyota Innova
2. Toyota Innova Crysta
3. Toyota Fortuner
4. Ford Endeavour
5. Jeep Compass
6. Tata Hexa
7. Tata Harrier
8. Honda CR-V

Luxury Sedan

This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.

1. Toyota Camry
2. Honda Accord
3. Mercedes Benz E Class
4. BMW 3 Series
5. Audi A4
6. Volvo S 90
7. Jaguar XE
8. Lexus ES
9. Skoda Superb
10. Skoda Octavia

Luxury SUV/MUV

This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.

1. Mercedes Benz GLC
2. BMW X3
3. Audi Q5
4. Jeep Grand Cherokee
5. Land Rover Discovery Sport
6. Jaguar F Pace
7. Volvo XC 60

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**Ac and Non-AC Requirement:** If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid the service is based on buyer's selection.

**Outstation and local travel:** For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24\*7 requirement, the variant becomes null and void. It is the responsibility of the buyer to provide one driver per vehicle at all times as per the requirement, while complying with the Labour Law.

**Usage Variants:** Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 KM x 208 Hours
- 1500 KM x 208 Hours
- 1500 KM x 260 Hours
- 2000 KM x 260 Hours
- 2500 KM x 312 Hours
- 3000 KM x 360 Hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

**Contract Duration:** While in the marketplace, the buyer can only select a maximum contract duration of 1 year, the contract duration can be extended up to 4 years at the discretion of the provider.

**Year of Vehicle Model:** The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2018 or newer, which requires an ex-showroom model or models older than 2018, they can enter custom requirement.

**KM travelled:** The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1000 km per month.

**The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected.**

**Add ons**

1. **Outstation Night charges:** For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The bill shall be levied during the contract period.
2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% and also increase package running mileage values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The extra hours will be done on pro-rata basis calculated on basic package rate as under
3. **Extra per km charges** - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service.
4. **Extra hour charges** - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours.

**4.1 Service Details and Standards**

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
  - All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him/her are clean, both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
1. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
2. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
3. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
  - The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times when deployed to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
  - The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, late arrival, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

**4.2 Defined Timelines**

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
  - Delay in arrival beyond 30 minutes, shall attract penalties.

**4.3 Service Assumptions**

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who is liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
  - The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract shall the vehicle be transferred to the Buyer.

1. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.

2. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, if any laws will be the sole responsibility of the service provider.

3. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment.

- Buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle
- During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons

**4.4 Limitations of Service Delivery (if any)**

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have completed usage variant and the additional km and hours within variation of 25% of contract value.

**5 Service Provider's Obligation**

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.

2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.

- The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical (headlight and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience.

1. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act, 1961.

2. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis.

3. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as driving a vehicle without brakes/defective brakes.

- The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
- In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer.

1. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only in every manner.

2. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel if the personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.

3. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.

- In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicle requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangements for alternate vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per contract.
- The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be held responsible for theft, misconduct and /or disobedience on the part of drivers so provided by him.

**6 Buyer's Obligations**

1. The location for reporting shall be provided by the buyer to the service provider.

2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.

- In the event that the vehicles run more than the estimated number of kms as mentioned in the order details, the charges for additional km travelled will be paid at the rate of Rs. 100 per km per day per vehicle provided by the service provider for the specific vehicle.

1. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.

2. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip such as inappropriate behavior/ improper uniform by the driver.

3. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form from the buyer/ passenger. If the driver is approached by the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided then the driver shall immediately report to the Service Provider.

**7 Service Tracking**

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine of Rs. 1000 per day.

**7.1 Logbook**

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is deployed, the driver shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall note the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall submit a consolidated statement of each vehicle's running and original copies of duty slip.

2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.

- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time limit. The buyer will also report any non-performance issues, and subsequent penalties. Failure to take action on logbook entries updated by service provider shall be deemed as accepted.



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- The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service.
- The Service Provider shall maintain a complaint register in the vehicles for the complaints by the passenger travelling in the vehicle.

**8 Penalties and Fine**

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract.

#	Nature of Default	Default Details	Penalties		
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 3% of particular monthly vehicle hiring cost	Penalty of 5% of particular monthly vehicle hiring cost
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost
6	Delay in arrival of vehicle/driver	For 30 mins or more	Warning	Penalty of 1% of monthly vehicle hiring cost	Penalty of 2% of monthly vehicle hiring cost
7	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-	
8	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-		
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-

**9 Payment Terms**

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

**9.1 Payment Condition**

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.

4. No advance payment shall be made to the Service Provider.

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1.2. The price quoted shall include all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

1.3. Notwithstanding, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of invoice.

## 9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

## 9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
  2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be:

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to the contract, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
  2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable for any amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
    1. Increase or decrease in the quantity of vehicles
    2. Increase or decrease in duration of contract
    3. Increase in the quantity of vehicles for hiring on a daily basis: The service provider shall also provide cabs on a daily hire basis, as per the requirement of the contract. The charges for daily basis usage variant shall be computed dividing the selected monthly usage variant by 30. Similarly, the charges for daily basis hire shall also be quoted by the buyer by 30. However, the overall value of the contract through availing of daily basis car hiring shall not go beyond 25% of the contract value.
    4. Increase or decrease in additional kms and hours up to 40% of the selected usage variant. In case, additional km and hours is not selected while creating the contract through either increase in the number of vehicles or increase in duration or daily hire on pro-rated basis.

## 11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not result in any extra payments other than payment of invoices raised till the time of termination including notice period.
  2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the contract immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of being remedied within 14 days after receiving notice requiring it to do so.
- *Breach of SLAs:* The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

## Corrigendum

1. Extended Upto : 2020-10-05 17:00:00

## Additional Required Data/Document(s) : Buyer

1. Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 80
2. Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 80
3. Minimum years (up to 5 years) of experience in related field : 3
4. % (up to 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years : 100
5. Number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies : 100
6. Geographic Presence in States : National Capital Region
7. Annual Turnover and Profit Required : Minimum Annual Turnover should be 1 crore

## Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Proof Of Document For Ownership Of Vehicles With Service Provider : [click here](#)
3. Work Order For Similar Experience As Proof Of Vehicle Provided In A Single Contract To A Government Agency In The Past Three Years : [click here](#)
4. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
5. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies : [click here](#)
6. Proof Of Document For Drivers On Payroll : [click here](#)
7. Undertaking For Not Being Debarred/ Blacklisted At The Time Of Submission Of Bid : [click here](#)

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### 1.10 Financial Certificate:

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

### 2. Additional Terms and conditions

**2.1 Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**2.2 End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

**2.3** Delivery is required on 'As and when required basis' within 7 days of issue of delivery advice.

**2.4** Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

**2.5 OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2.6 1.** The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

**2.** The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

**3.** The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.7** Bidders can also submit the EMD with Account Payee Demand Draft in favour of DDO Ministry of Culture payable at New Delhi.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.8 Bidders can also submit the EMD with Banker's Cheque in favour of DDO Ministry of Culture payable at New Delhi.

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Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.9 Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of DDO Ministry of Culture payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.10 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.11 Buyer reserves the right to postpone schedule of material supply after finalisation of order by 6 months without any additional cost implication.

2.12 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.13 While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.14 Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Note: This is system generated file. No signature is required.

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File No. 6-5/2017-GA  
 Government of India  
 Ministry of Culture  
 \* \* \* \* \*

Shastri Bhawan, New Delhi  
 Dated the 10<sup>th</sup> October, 2018

To

The Proprietor,  
 M/s Satnam Enterprises,  
 1934, Outram Line, Kingsway Camp,  
 Delhi - 110009.

Sub: Awarding of Comprehensive Annual Maintenance Contract for repair & maintenance of Air Conditioners and repairs of general electrical equipments in the Ministry - reg.

Sir,

Kindly refer to this Ministry's e-Tender ID no. 2018\_MC\_337361\_1 dated 15<sup>th</sup> May, 2018 and your letter number nil dated 17<sup>th</sup> September, 2018 on the subject cited above and to say that the Comprehensive Annual Maintenance Contract for repair & maintenance of Air Conditioners and repair of general electrical equipments in the Ministry has been awarded to your firm for a period of one year w.e.f. 20.09.2018 to 19.09.2019 at the rates mentioned in the enclosed Annexure-I and II and the terms and conditions mentioned in the Tender Notice.

2. The CAMC is initially for a period of one year which can be further extended subject to the satisfactory performance.

Yours faithfully,

*[Signature]*  
 15/10/2018  
 (Manoj Dehury)

Under Secretary to Government of India

O/c. *[Signature]*  
 15/10/2018

Annexure - I

Sl. No.	Description of work/job work	M/s Satnam Enterprises
1.	<b>Window ACs 1.5 &amp; 2.0 ton:</b> Full Comprehensive Annual Maintenance service contract including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, replacement of compressors and replacement of all spare parts and when required viz. Relay circuit, running capacitor, condenser, starting capacitor, all kind of motors rewinding and replacement, fans, wiring of motor, wiring of transformers, gas filling/charging including cost of gas, thermostat, Valve, knob set, 'OFF' and 'ON' switches, set of 3 pads, conciliator, fan/fan blade/blower, cutting and welding, Flushing, Vacuum & pressure the system and brazing pipe, if any etc.	Rs. 4,750/-
2.	<b>Split ACs 1.5 &amp; 2.0 ton:</b> Full Comprehensive Annual Maintenance service contract including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, replacement of compressors and replacement of all spare parts and when required viz. Relay circuit, running capacitor, starting capacitor, condenser, all kind of motors rewinding and replacement, fans, wiring of motor, wiring of transformers, gas filling/charging including cost of gas, thermostat, Valve, knob set, 'OFF' and 'ON' switches, set of 3 pads, conciliator, fan motor/fan blade/blower, maintenance/repairing of its voltage stabilizer, cutting and welding, Flushing, Vacuum & pressure the system and brazing pipe, if any etc.	Rs. 4,950/-
3.	<b>Window type AC:</b> charges for fresh installation involving of all new fitting/fixtures & including erection of suitable wooden stand & covering the gap with new plywood, wherever necessary	Rs. 450/-
	Charges for shifting and subsequent installation requiring minor additions/alteration in the original fitting & fixtures (Window AC)	Rs. 160/-
	Charges for shifting and subsequent installation requiring minor additions/alteration in the original fitting & fixtures (Split AC)	Rs. 6,700/-
4.	Repair of Stabilizer	Rs. 450/-
5.	Remote of AC	
	(a) Window AC	
	(i) Repair	Rs. 2,600/-
	(ii) Replacement (Original Company make) (only in case of lost)	Rs. 4,400/-
	(b) Split AC	
	(i) Repair	Rs. 2,600/-
	(ii) Replacement (Original Company make) (only in case of lost)	Rs. 4,400/-

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**Annexure - II**

<b>A</b>	<b>FAN/HOT CASE</b>	
1.	Maintenance of all types of fans of all make	
	a) Pedestal fan (servicing, repair of armature, motor etc.)	Rs. 690/-
	b) Table fans (servicing, repair of armature, motor etc.)	Rs. 690/-
	c) Wall mounted fans (servicing, repair of armature, motor etc.)	Rs. 690/-
2.	Maintenance of hot case	Rs. 690/-
3.	Maintenance of heat blower/oil radiator	Rs. 690/-
<b>B.</b>	<b>CALL BELLS/REMOTER BELLS</b>	
4.	Minor repair of call bell	Rs. 180/-
5.	Rate for new call bell/buzzer (cordless) with installation (Cona/Anchor/Havells)	Rs. 1350/-
6.	Rate for new ding dong bell (cordless) with installation (Cona/Anchor/Havells)	Rs. 1350/-
7.	Rate for new round push button	Rs. 50/-
<b>C.</b>	<b>WIRES/CABLES/ELECTRICAL FITTING (Cona/Anchor/Havells)</b>	
8.	3 core wire (23/76) copper wire (rate per meter)	Rs. 70/-
9.	3 core wire (40/76) (rate per meter)	Rs. 74/-
10.	3 core wire 23/76 (rate per meter)	Rs. 70/-
11.	3 core wire 70/76 (rate per meter)	Rs. 90/-
12.	2 core wire 23/76 (rate per meter)	Rs. 30/-
13.	PVC 3/20 (rate per meter)	Rs. 12/-
14.	PVC 3/22 (rate per meter)	Rs. 12/-
15.	PVC 7/20 (rate per meter)	Rs. 13/-
16.	<b>MCB Socket (5 ampere) Anchor, Havells, Cona make</b> Rate for 5 Ampere MCB Socket of Anchor make Rate for 5 Ampere MCB Socket of Havells make Rate for 5 Ampere MCB Socket of Cona make  <b>Rate for 15 ampere MCB switch</b>  Rate for 15 Ampere MCB Socket of Anchor make Rate for 15 Ampere MCB Socket of Cona make Rate for 15 Ampere MCB Socket of Havels make	Rs. 42/-       Rs. 90/-
17.	<b>MCB Switch (5 ampere &amp; 15 ampere) Anchor, Havels, Cona make</b> Rate for 5 Ampere MCB Switch of Anchor make Rate for 5 Ampere MCB Switch of Cona make Rate for 5 Ampere MCB Switch of Havels make  <b>Rate for 15 Ampere MCB switch</b>  Rate for 15 Ampere MCB Switch of Anchor make Rate for 15 Ampere MCB Switch of Cona make Rate for 15 Ampere MCB Switch of Havels make	Rs. 42/-       Rs. 90/-

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18.	<b>Multi socket 5 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 42/-
19.	<b>Multi socket 15 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 90/-
20.	<b>Wall socket 5 ampere (piano type)</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 42/-
21.	<b>Wall socket 5 ampere (multi socket)</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 42/-
22.	<b>Wall socket 15 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 90/-
<b>D</b>	<b>SWITCHES</b>	
23.	<b>Main Switch 30 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 250/-
24.	<b>Switch 5 ampere (piano type)</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 42/-
25.	<b>Switch 15 ampere (piano type)</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 90/-
26.	<b>Wall switch 5 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 42/-
27.	<b>Wall switch 15 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 90/-
<b>E</b>	<b>PLUGS</b>	
28.	Special plug for MCB	Rs. 270/-
29.	<b>3 in plug 5 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 44/-
30.	<b>3 in plug 15 ampere</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 90/-
31.	<b>New multi plug 3 pins (light)</b> Rate for Anchor make Rate for Cona make Rate for Havels make	Rs. 44/-



F.	RATE OF TUBE LIGHTS/BULBS	
32.	Rate for replacement of tube light frame	Rs. 85/-
33.	LED Bulb 0.5 Watt (Philips, Crompton etc)	Rs. 70/-
34.	Colour bulb each (for engagement light)	Rs. 15/-
35.	Supply & fixing of engagement light (red and green light bulbs)	Rs. 810/-
36.	Philips bulb (230V-25W Candle CFL)	Rs. 70/-
G.	RATE OF BOARDS	
37.	Acrylic/Fibre board (7X4)	Rs. 10/-
38.	Acrylic/Fibre board (8X6)	Rs. 10/-
39.	Acrylic/Fibre board (8X10)	Rs. 10/-
40.	Acrylic/Fibre board (8X12)	Rs. 10/-
41.	Sheet bakelite (per inch)	Rs. 0.5 paisa
42.	Indicator on board each	Rs. 15/-
43.	Fuse on each board	Rs. 15/-
44.	Rate for 3 multi-pin sockets & 3 switches (15 ampere) with fuse and indicator of Anchor make Rate for 3 multi-pin sockets & 3 switches (15 ampere) with fuse and indicator of Havels make Rate for 3 multi-pin sockets & 3 switches (15 ampere) with fuse and indicator of Cona make Rate for 4 multi-pin sockets & 4 switches (15 ampere) with fuse and indicator of Anchor make Rate for 4 multi-pin sockets & 4 switches (15 ampere) with fuse and indicator of Havels make Rate for 4 multi-pin sockets & 4 switches (15 ampere) with fuse and indicator of Cona make	Rs. 990/-      Rs. 1090/-
45.	Rate for 3 multi-pin sockets & 3 switches (5 ampere) with fuse and indicator of Anchor make Rate for 3 multi-pin sockets & 3 switches (5 ampere) with fuse and indicator of Havels make Rate for 3 multi-pin sockets & 3 switches (5 ampere) with fuse and indicator of Cona make	Rs. 790/-
46.	Rate for 4 multi-pin sockets & 4 switches (5 ampere) with fuse and indicator of Anchor make Rate for 4 multi-pin sockets & 4 switches (5 ampere) with fuse and indicator of Havels make Rate for 4 multi-pin sockets & 4 switches (5 ampere) with fuse and indicator of Cona make	Rs. 890/-
H.	MISCELLANEOUS	
47.	Batten per square feet	Rs. 30/-
48.	Fixing of batten per square feet	Rs. 20/-
49.	Supply of fixo-pen per sq. feet	Rs. 50/-
50.	Fixing of fixo-pen per sq. feet	Rs. 30/-
51.	MCB box each (Anchor/Havels/Cona)	Rs. 325/-
52.	Mini circuit breaker of Anchor, Havells/Cona	Rs. 10/-
53.	PVC pipe per square feet	Rs. 10/-
I.	FANS OF ALL TYPES (EXCLUDING CEILING FANS)	
54.	Installation charges of wall fan with new fitting and fixtures	Rs. 125/-

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(88) 42

**AGREEMENT BETWEEN MINISTRY OF CULTURE AND**  
**M/S SATNAM ENTERPRISES, NEW DELHI**

The terms and conditions of the contract shall be as under :-

1. Bidder are required to submit Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousand only) in the form of Demand Draft in favour of Drawing & Disbursing Officer, Ministry of Culture, Government of India, New Delhi from any Nationalized/Scheduled Bank. A representative of the firm will be permitted to present at the time of opening of quotations.
2. The rates of Comprehensive Annual Maintenance Contract of ACs (split and window) will include oiling, cleaning, greasing, servicing, fixing of wires, chemical wash, gas filling, replacement/repair of any or all the parts including replacement of motor/compressors/condenser and other electrical parts, air filter, connecting wires/metal plugs of the switches by new ones, carrying out pressure leak testing including vaccummising the system during the duration of the contract at the exclusive risk, responsibility and the cost of the contractor.
3. The contractor shall use ISI marked parts for repair/replacement. If the firm uses a non-ISI marked parts a penalty of double the cost of the part will be imposed.
4. It shall also be the responsibility of the approved contractor to periodically service and inspect/check all the ACs (Split & Window) and other general electric items of Ministry which are under the maintenance period, so as to ensure their smooth and satisfactory functioning. The contractor shall also obtain a certificate from the user Section/Officers at least once in a quarter to the effect that the said apparatus are working satisfactorily during the quarter in question.
5. No advance payment will be made to the firm. Payment will be made quarterly basis of the AMC period. As regards AC Stabilizer, Fan (Wall Fan & Pedestal Fan), the firm will provide services on call basis as and when required.
6. The contractor shall be required to inspect all the air conditioners and put these into operation immediately failing which the contract may be cancelled by the undersigned without assigning any reasons and the security, etc. deposited by the contractor shall be forfeited.
7. For regular and proper maintenance/repair of the air conditioners and general electric equipments for attending to the complaints received from officers immediately, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics (minimum two) on all working days from 9.30 a.m. to 5.30 p.m. throughout the duration of the contract to attend immediately to the complaints received from the users of air conditioners and general electric equipments. In case of emergency, the complaints would also be required to be attended on holidays.
8. As far as possible, the maintenance/repair work shall be carried out in the premises of this Ministry. Only such work, execution of which is not possible in the premises of this Ministry, may be allowed to be done in the workshop of the firm. In no case, an air conditioner and general electric equipments, or part thereof, shall be taken out of the premises without formal written permission of this Ministry. No transportation charges will be paid on this account. The firm will also provide

standby arrangement without any extra cost till the repaired ACs and electric equipments are brought back and re-installed. The air conditioners and electric equipments or part thereof, taken to the workshop will have to be brought back within two days, failing which the cost the machine/part will be recovered from the firm.

9. The contractor shall be required to do the work at the approved rates. If, for any reason, the firm is not able to do so, the work shall be got done from some other firm or from the open market at the cost of the contractor and the expenditure so incurred thereon shall be recovered from him. This may even entail the termination of the contract and forfeiture of the security deposit.

10. In case the contractor fails to cope up with the work load or does not render satisfactory services, the contract awarded to him shall be cancelled by giving 15 days notice without assigning any reason whatsoever and his security deposit and payment, due to him, if any, shall be forfeited. In this connection, decision of the Ministry shall be final and binding on the contractor.

11. AMC charges will be made in four quarterly installments after satisfactory performance of the company. Payments towards new Air Conditioners and electric equipments which will be automatically included in the ambit of AMC after completion of their warranty period and such Air Conditioners which are replaced during the period of maintenance, will be made on pro-rata basis.

12. In the event of contractor backing out of the contract in midstream, without prior explicit consent of the Ministry, not only the EMD would be forfeited, but also he will be liable to the recovery of the higher cost, vis-à-vis that contracted with him incurred by the Ministry for the balance period of contract through alternative means and would also be blacklisted for future contracts in the Government Ministry. In case the complaints of maintenance/repair of the air conditioners and general electrical equipments are not attended to within two hour, penalty of Rs. 150/- will be levied per day per Air Conditioner and no maintenance charges for this period will be admissible.

13. Ministry of Culture reserves the right to reject or to accept any quotation, in whole or in part, without assigning any reason therefore. It also reserves the right to reject the quotation without assigning any reason thereof or to renew the contract for such period as it may deem necessary taking into account, the satisfactory services rendered by the contractor during the season.

14. The contractor should clearly state such items that are not covered under the contract. The rates chargeable for any component/items not covered under Comprehensive AMC should be specifically mentioned in the quotation.

15. If at any point of time, the services of the Service technicians, being provided by the firm are noticed to be unsatisfactory or not of the expected level in any manner, the firm will be responsible to change the service technician immediately.

16. The Competent Authority reserves the right to conduct performance review of the contracting firm at any time during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported.

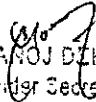
17. During the period of the contract, if any mishap occurs, it will be the responsibility of the contractor to compensate the loss on account of injury to person/property.

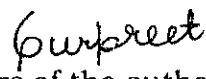


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18. In the event of completion/lapse of tender, the service provider has to handover all ACs and general electrical equipments in running conditions to the next service provider.

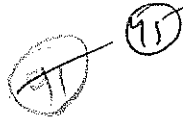
19. The contract shall be subject to the Indian laws and Jurisdiction of the Courts located in Delhi.

  
मनोज देहुरी / MANOJ DZHURY  
अवर सचिव / Under Secretary  
संस्कृति मंत्रालय / Ministry of Culture  
भारत सरकार / Govt. of India  
नई दिल्ली / New Delhi

  
Signature of the authorized signatory  
of M/s Satnam Enterprises with seal



279257/2020/Gen. Admn.



No. F. 6-5/2017-GA  
Government of India  
Ministry of Culture  
General Administration Section

Shastri Bhawan, New Delhi

Dated : 30 July, 2019

To

M/s Satnam Enterprises,  
1934, Outram Lane,  
Kingsway Camp,  
Delhi - 110009.

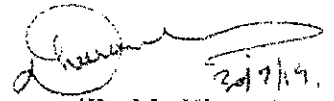
Subject:- Extension of Comprehensive Annual Maintenance Contract (CAMC) for repair/maintenance of Air Conditioners and other electrical equipments installed in the Ministry for further period of one year with effect from 20.09.2019 to 19.09.2020.

Sir,

I am directed to convey the approval of the competent authority of the Ministry of Culture for extension of the CAMC awarded to your firm for repair/maintenance of air conditioners and other electrical equipments installed in this Ministry for a period of one year with effect from 20.09.2019 to 19.09.2020 on the same rates, terms and conditions as mentioned in this Ministry's letter dated 10<sup>th</sup> October, 2018. The performance security of Rs. 25,000/- deposited in the form of FDR may kindly be revalidated for the extended period.

2. This issues with the approval of Joint Secretary (Admn.), Ministry of Culture.

Yours faithfully,



20/7/19.

(D. M. Khare)

Under Secretary to the Govt. of India

**Copy to:-**

1. Cash Section, Ministry of Culture
2. PAO, Ministry of Culture
3. IFD, Ministry of Culture.

No. F. 6-5/2017-GA  
Government of India  
Ministry of Culture  
General Administration Section  
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Shastri Bhawan, New Delhi  
Dated : 9<sup>th</sup> October, 2020

To

M/s Satnam Enterprises,  
1934, Outram Lane,  
Kingsway Camp,  
Delhi - 110009.

Subject:- Extension of Comprehensive Annual Maintenance Contract (CAMC) for repair/maintenance of Air Conditioners and other electrical equipments installed in the Ministry for further period of four months with effect from 20.09.2020 to 19.01.2021.

Sir,

I am directed to convey the approval of the competent authority of the Ministry of Culture for extension of the CAMC awarded to your firm for repair/maintenance of air conditioners and other electrical equipments installed in this Ministry for further period of **four months with effect from 20.09.2020 to 19.01.2021** on the same rates, terms and conditions as mentioned in this Ministry's letter dated 10<sup>th</sup> October, 2018. The performance security of Rs. 25,000/- deposited in the form of FDR may kindly be revalidated for the extended period.

2. This issues with the approval of Joint Secretary (Admn.), Ministry of Culture.

Yours faithfully,



(D. M. Khare)

Under Secretary to the Govt. of India

**Copy to:-**

1. Cash Section, Ministry of Culture
2. PAO, Ministry of Culture
3. IFD, Ministry of Culture.

304325/2021/Gen. Admn.

No. F. 6-5/2017-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

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Shastri Bhawan, New Delhi  
Dated : 19 January, 2021

To

M/s Satnam Enterprises,  
1934, Outram Lane,  
Kingsway Camp,  
Delhi - 110009.

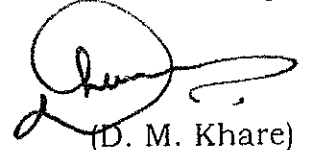
Subject:- Extension of Comprehensive Annual Maintenance Contract (CAMC) for repair/maintenance of Air Conditioners and other electrical equipments installed in the Ministry for further period of four months with effect from 20.01.2021 to 19.05.2021.

Sir,

I am directed to convey the approval of the competent authority of the Ministry of Culture for extension of the CAMC awarded to your firm for repair/maintenance of air conditioners and other electrical equipments installed in this Ministry for further period of **four months with effect from 20.01.2021 to 19.05.2021** on the same rates, terms and conditions as mentioned in this Ministry's letter dated 10<sup>th</sup> October, 2018. The performance security of Rs. 25,000/- deposited in the form of FDR may kindly be revalidated for the extended period.

2. This issues with the approval of Joint Secretary (Admn.), Ministry of Culture.

Yours faithfully,



(D. M. Khare)  
Under Secretary to the Govt. of India

**Copy to:-**

1. Cash Section, Ministry of Culture
2. PAO, Ministry of Culture
3. IFD, Ministry of Culture.

98

No. F. 6-5/2017-GA  
Government of India  
Ministry of Culture  
General Administration Section  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated : 23<sup>rd</sup> April, 2021

To

M/s Satnam Enterprises,  
1934, Outram Lane,  
Kingsway Camp,  
Delhi - 110009.

Subject:- Extension of Comprehensive Annual Maintenance Contract (CAMC) for repair/maintenance of Air Conditioners and other electrical equipments installed in the Ministry for further period of six months with effect from 20.05.2021 to 19.11.2021.

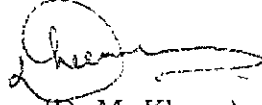
Sir,

I am directed to convey the approval of the competent authority of the Ministry of Culture for extension of the CAMC awarded to your firm for repair/maintenance of air conditioners and other electrical equipments installed in this Ministry for further period of **six months with effect from 20.05.2021 to 19.11.2021** on the same rates, terms and conditions as mentioned in this Ministry's letter dated 10<sup>th</sup> October, 2018. The performance security of Rs. 25,000/- deposited in the form of FDR may kindly be revalidated for the extended period.

2. This issues with the approval of Joint Secretary (Admn.), Ministry of Culture.

Yours faithfully,

*o/c*

  
(D. M. Khare)

Under Secretary to the Govt. of India

Copy to:-

1. Cash Section, Ministry of Culture
2. PAO, Ministry of Culture
3. IFD, Ministry of Culture.

*Supplet*



Shastri Bhavan, New Delhi-110 001  
Dated: 22 December, 2017

To  
M/s. Krishna Enterprises  
2070/5, 1<sup>st</sup> Floor  
Chuna Mandi  
Paharganj, New Delhi - 55

Sub: Quotation for printing works in the Ministry of Culture - regarding

Sir,

I am directed to refer to your quotation dated 14.8.2017 in response to this Ministry's Limited Tender Enquiry of even number dated 25.7.2017 on the subject cited above and to say that your firm has quoted L-1 rate for printing of almost complete items as per details given below:-

Sl. No	Details of Jobs	Qty.	L-1 Rate
1	LETTER HEAD OF MIN. ON SIMPLE PAPER		
	DO letter heads for Minister on imported German paper of 120 GSM with Golden Emblem and silk Screen embossed printing	A-4 A-5 A-8 Per 1000	1100/- 1000/- 900/-
	DO letter heads for HCM on indigenous paper of 120 GSM with Golden Emblem/ Blue Emblem and silk Screen Printing	A-4 A-5 A-8 Per 1000	1000/- 950/- 800/-
	DO letter heads for HCM on indigenous paper of 100 GSM with Golden Emblem/ Blue Emblem and silk Screen Printing	A-4 A-5 A-8 Per 1000	950/- 900/- 750/-
	DO letter heads for HCM on Handmade paper of 100 GSM with Golden/ Blue Emblem and screen embossed printing	A-4 A-5 A-8 Per 1000	1350/- 1250/- 1100/-
	DO letter heads for Sr. officers (PS. APS to Ministers) on indigenous paper on 100 GSM with screen printing	A-4 A-5 A-8 Per 1000	1000/- 950/- 750/-
	D.O. LETTER HEADS ON SIMPLE PAPER WITH GOLDEN EMBLEM		
A4 size (as per sample) (100/120 gsm)	1000	900/	
A4 size (as per sample) (100/120 gsm)	1000	1000/	
		1000/	
		1000	

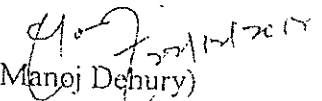
11	VISITING CARDS		
	Visiting Cards on ivory paper and screen printing with golden emblem, embossed (Single sides)	100	95/-
	Visiting Cards on ivory paper and screen printing with golden emblem, embossed (Both sides)	100	100/-
12	INVITATION CARDS		
	Invitation Cards with Matching Envelopes on 300 GSM paper (Per Set- envelope & card)	100	850/-
13	ENVELOPES WHITE		
	SE-8 (printed)	1000	2500/-
	SE-8A -do-	1000	2500/-
	Quarter Size 10" x12" Laminated	1000	2300/-
14	SPIRAL BINDING		
	Books/documents/files	Per piece	35/-
15	Printing of ACRs/APAR (as per sample)		
	On white paper	100	100
	On colour paper	100	130
16	Pensioners Plastic ID Cards (as per sample)	Per piece	25/-*
17	Printing of Security seal (sticker) with Govt. of India Logo	1000	850
18	VISITING CARDS		
	Visiting Card with Golden Emblem on Ivory Card	100	110
	Visiting Card with Golden Emblem on Hand made paper		130/-
19	Continuation Sheet A-4 size (Hand Made paper )		600
20	File Cover		
	File Cover 350 GSM (only yellow colour) having name of the Ministry and RTI log in same colour and logo of Ministry of Culture printed on the cover page. Rate per piece	Per piece	6/-
	File Cover 350 GSM (Green colour) having name of the Ministry, RTI log in same colour, logo of Ministry of Culture, Parliament logo and Lok Sabha printed on the cover page. Rate per piece	Per piece	5.75/-
	File Cover 350 GSM (Red colour) having name of the Ministry, RTI log in same colour, logo of Ministry of Culture, Parliament logo and Rajya Sabha printed on the cover page. Rate per piece	Per piece	5.75
21	Flexi Boards	A-4 Size Legal Size Per piece	5/- 7/-
22	Banner all sizes	Per piece	700/-*
23	Parchment Sheet (Good Quality) – for signing of Agreement	Per sheet	6/-
24	Desmat tm label	Per packet	10/-

\* L-1 rates quoted by other firms.

2. Being emerged as L-1 firm, contract for printing of the above items for a period of one year from the date of acceptance, is hereby awarded to your company. The contract is further extendable subject to satisfactory performance. You are required to supply other items also at L-1 rate, for which the L-1 rates are quoted by different firms. It may please be noted that in the event of supply/printing of inferior quality of item, good quality of items will be got printed from open market and the cost of such item printed/purchased from open market will be borne by your company in addition to forfeiture of performance security deposit and cancellation of contract. It may also be noted that in case you fail to supply the item within 5 days from the date of placing of supply order, the same will be got printed/purchased from open market and the expenditure incurred in this regard will be deducted from your bill or from the performance security deposit. The Ministry reserves the right to terminate the contract any time without assigning any reason which shall be binding on you.

3 If you are ready to accept the terms & conditions of the contract, you may intimate the same and furnish FDR for Rs.5,000/- (Rupees five thousand only) in favour of Drawing & Disbursing Officer, Ministry of Culture, Govt. of India, New Delhi valid for one year.

Yours faithfully.

  
(Manoj Dehury)

Under Secretary to the Govt. of India

No. F.10-3/2017- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi-110 011  
Dated: 4<sup>th</sup> January, 2019

To

M/s. Krishna Enterprises  
2070/5, 1<sup>st</sup> Floor Chuna Mandi  
Paharganj  
New Delhi - 55

Sub: Extension of annual Contract for printing works in the Ministry. - regarding

Sir,

I am directed to refer to this Ministry's letter of even number dated 22.12.2017 and your letter dated 29.11.2018 on the subject cited above and to convey the approval of the competent authority in the Ministry for extension of the annual contract awarded to your firm for a further period of one year from 22.12.2018 to 21.12.2019 on the same rates, terms and conditions. You are requested to revalidate FDR deposited with the Ministry for the earlier period.

Yours faithfully,

  
( Manoj Dehury)

Under Secretary to the Govt. of India

File No. 1642/2017-GA  
Government of India  
Ministry of Culture  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated the 23<sup>rd</sup> August, 2018

To

The Proprietor,  
M/s. Nice Enterprises,  
B 131 20ft Road, Budh Vihar,  
Near Saraswati School, Mandoli, Delhi - 93

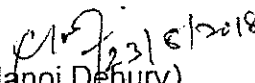
Sub: Awarding Annual Maintenance Contract in respect of computers, laptops and printers in the Ministry – reg.

Sir,

Kindly refer to this Ministry's e-Tender ID no. 2018\_MC\_324901\_1 dated 31<sup>st</sup> July, 2018 on the subject cited above and to say that the annual contract for maintenance of Computers, Laptops and Printers in the Ministry has been awarded to your firm for a period of one year w.e.f. 1.8.2018 to 31.07.2019 at an annual cost of Rs. 4,58,962/- plus GST. Cost of change of parts will be paid seperately. A copy of agreement is enclosed.

This issues with the approval of competent authority.

Yours faithfully,

  
(Manoj Dehury)

Under Secretary to Government of India

Annexure-II

**General Terms and Conditions**

The firms should have at least 03 years' experience in maintenance of Desktop, Computers, Laptops and Printers. They also should have successfully executed AMC in Central Government Ministries/Departments/Organizations under Ministries. Copies of orders of AMCs for the last three years may be enclosed.

2. The firms must have ongoing AMC for Desktop, Computers, Laptops and Printers in Ministries/Departments of Government of India. The firm should provide a satisfactory service certificate in this regard.

3. The Firm should provide two Resident Engineers, who should be well qualified with a minimum of three (3) years' experience. The Resident Engineers should be available five days (Monday to Friday) a week from 9:00 AM to 5:30 PM. Their service may be required on odd hours and also on holidays as the situation demands. The Resident Engineers should have an exposure and experience in all latest operating systems.

4. The power adapters of Laptops and scanners should be replaced with new OEM adapters. The faulty adapters should not be repaired. In case the hard disk turns out to be faulty or defective, it should be replaced with a new hard disk. The old/faulty hard disk will not be returned back to the vendor due to the security restrictions. It may kindly be noted that the hard disks that are kept as a standby will not be returned to the vendor.

5. The firm must ensure and assure that the firm who enters into the AMC contract with the Ministry will not outsource it further. Any deviation from this would lead to blacklisting.

6. The AMC will be given initially for a period of one year after finalization of the contract. The rates quoted will remain in force for the entire period of contract. No demand for revision of rate on any account shall be entertained during the contract period. It will be open to the Ministry to extend the terms of the agreement for a further period of one to two years on satisfactory performance of the firm.

7. The firm shall provide services during office hours in the offices of Ministry at Shastri Bhavan, NAI Annexe and Puratatva Bhavan, INA, etc. without any additional cost.

Contd. . .

8. Log-report of the firm will indicate the nature of complaint, date and time of booking the complaint, time when the machine is repaired and total down time. This record will be signed by the firm's service engineer, and user. The firm will also prepare a separate log book for each of the machines to be taken under the AMC and preventive maintenance with virus detection and special cleaning of the monitor, CPU, Keyboard etc, from outside will be carried out on quarterly basis. A preventive maintenance report from the user would be submitted to administration section failing which an appropriate penalty would be imposed. The quarterly payment will strictly be made on the basis of satisfactory report from the user. The service engineers would take up any reported fault within two hours. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to workshop the firm would provide a stand-by for the same with same configuration or higher. The department will not make any payment towards cartage and the expenditure for to and fro transportation of te machines should be borne by the firm. The equipment taken out of building for repair should be returned within two working days of taking out of building failing which the penalty clause would automatically get activated. The firm will also provide maintenance and repair services on holidays in case of emergency.

9. If any Desktop Computer/Laptop/Printer is not repaired within 24 hours the firm will provide standby device in excellent condition. If, however, the firm fails to repair or provide a standby device before picking up the defective item a penalty of Rs. 500/- (rupees five hundred only) shall be payable by the firm per day for dely. In case the required part is not available, the same should be replaced with a part of higher calibration that is compatible with the system. The handing over of the damaged or faulty part of the equipment to the firm will be sole discretion of the Ministry. For down time calculation from the time the complaint is lodged should be taken as downtime. Preventive maintenance (PM): one in three months for all Desktop, Computers, Laptops and Printers will be undertaken. If the PM is not carried out within the beginning of the month of each quarter from the date of award of AMC, 5% of AMC amount will be deducted on weekly basis. Operating system support: OS support on all the systems stands covered under this contract. Any problem related with OS maintenance, reloading of OS with all devices, OS upgrade, device drivers, system configuration and network configuration will be attended to and rectified by the firm. Anti virus software (AVS) support: anti virus software support on the systems is covered under this contract. Any problem related with system virus shall be attended to and rectified by the firm. The firm will update anti-virus software as and when required and also during preventive maintenance of the systems.

Contd. . .

10. New equipment purchased will be included in AMC as soon as warranty expires. The new upgrade item (Memory, HDD, MM Kit etc.) purchased from the firm or any other vender and upgraded into the existing AMC system, will be included in AMC with the firm as soon as warranty expires.

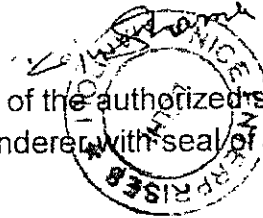
11. The firm would use only OEM spare parts. The firm must have Multi-OEM product support capability i.e. HP, dell, Lenovo, Canon, etc. and shall act as single point of support contact for all the products. A certificate is to be given by the firm in each case/repair that OEM products parts are used.

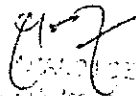
12. It is mandatory that the firm should maintain inventory of spares in the Ministry under the custody of Resident Engineers.

13. The Contract will be valid for a period of 12 months. In case the services of the Contractor are not found satisfactory or contractor fails to comply with any terms and conditions of this contract, the Department may terminate the Contract.

14. The contract shall be subject to the Indian laws and Jurisdiction of the Courts located in Delhi.

Signature of the authorized signatory  
of the Tenderer with seal of the Firm



  
Under Secretary  
Ministry of Culture  
Govt. of India  
New Delhi



F.No. 16-12/2017- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 29 July, 2019

To

M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

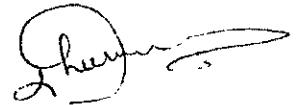
*29/07/2019*

Subject: Renewal of Contract for Annual Maintenance in respect of Computers Laptops and Printers in the Ministry- reg.

Sir,

I am directed to refer to this Ministry's letter of even no. Dated 28<sup>th</sup> August, 2018 and your letter dated 08<sup>th</sup> July, 2019 on the subject mentioned above and to inform you that Annual Maintenance Contract awarded to your firm for repair & maintenance of Computers Laptops and Printers in the Ministry has been renewed for a further period of one year from 01.08.2019 to 31.07.2020 at the same terms & conditions.

Yours faithfully,



(D.M.Khare)

Under Secretary to the Govt. of India

*o/c*

*o/c*

41  
58

F.No. 16-12/2017- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 30<sup>th</sup> July, 2020

To

Ref No-30/7/2020

M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

Subject: Renewal of Contract for Annual Maintenance in respect of Computers  
Laptops and Printers in the Ministry-- reg.

Sir,

I am directed to refer to this Ministry's letters of even no. dated 28<sup>th</sup> August, 2018 & dated 29<sup>th</sup> July, 2019 and your letter dated 14<sup>th</sup> July, 2020 on the subject mentioned above and to inform you that Annual Maintenance Contract awarded to your firm for repair & maintenance of Computers Laptops and Printers in this Ministry has been renewed for a further period of one year from 01.08.2020 to 31.07.2021 at the same terms & conditions.

Dr. Paul, AGO

Yours faithfully,

  
(D.M. Khare)

Under Secretary to the Govt. of India

c/c

c/c

42/59

F.No. 16-12/2017- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 13 September, 2021

To

M/s. Nice Enterprises,  
B131, 20ft Road, BudhVihar,  
Mandoli, Delhi.

Subject: Extension of Contract for Annual Maintenance in respect of Computers Laptops  
and Printers in the Ministry- reg.

Sir,

I am directed to refer to this Ministry's letters of even no. dated 30<sup>th</sup> July, 2020 on the subject mentioned above and to inform you that Annual Maintenance Contract awarded to your firm for repair & maintenance of Computers Laptops and Printers in this Ministry has been extended for a further period of threemonths from 01.08.2021 to 30.10.2021 at the same terms & conditions.

Yours faithfully,



(D.M. Khare)

Under Secretary to the Govt. of India

File No. 16-4/2017-GA  
Government of India  
Ministry of Culture  
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Shastri Bhawan, New Delhi  
Dated the 27 August, 2018

To

The Proprietor,  
M/s Integrated Technologies,  
2681, Sadipur Main Bazar,  
New Delhi.

Sub: Entering Full Service Maintenance Agreement [FSMA] in respect of photocopiers in the Ministry – reg.

Sir,

Kindly refer to this Ministry's e-Tender ID no. 2018\_MC\_324925\_1 dated 6<sup>th</sup> April, 2018 and your letter number nil dated 6<sup>th</sup> August, 2018 on the subject cited above and to say that the annual contract for maintenance of Sharp, Canon & Kyocera make photocopiers in the Ministry has been awarded to your firm for a period of one year w.e.f. 6.8.2018 to 5.8.2019 at the following rates and as per the terms and conditions mentioned in the Tender Notice:-

Sl. No.	Photocopier		Rate in Rs. (A-4 size)
1	Sharp	Black	0.24
		Colour	0.99
2	Canon	Black	0.26
		Colour	3.75
3	Kyocera	Black	0.44
		Colour	5.99

Yours faithfully,

*(Manoj Dehury)*  
(Manoj Dehury)

Under Secretary to Government of India

F.No. 16-4/2017- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 21 July, 2019

To

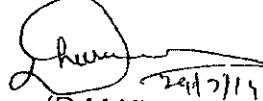
M/s. Integrated Technologies,  
2681, Shadipur, Main Bazar  
New Delhi.

Subject: Renewal of Full Service Maintenance Agreement (FSMA) in respect of  
Photocopiers in the Ministry- reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 21<sup>st</sup> August, 2018 and your letter dated 16<sup>th</sup> July, 2019 on the subject mentioned above and to inform you that Full Service Maintenance Agreement (FSMA) awarded to your firm for maintenance of Photocopiers in the Ministry has been renewed for a further period of one year from 06.08.2019 to 05.08.2020 at the same terms & conditions.

Yours faithfully,

  
(D.M. Khare)

Under Secretary to the Govt. of India



o/c

62/2020/Gen. Admn.

54/91

62

F.No. 16-4/2017- Genl.  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 06<sup>th</sup> August, 2020

To

M/s. Integrated Technologies,  
2681, Shadipur, Main Bazar  
New Delhi.

Subject: Extension of Full Service Maintenance Agreement (FSMA) in respect of  
Photocopier machines in the Ministry-reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 21<sup>st</sup> August, 2018 & 29<sup>th</sup> July, 2019 and your letter dated 27<sup>th</sup> July, 2020 on the subject FSMA of photocopier machines and to inform you that Full Service Maintenance Agreement (FSMA) awarded to your firm for maintenance of Photocopiers in the Ministry has been extended for a further period of two months i.e. from 06.08.2020 to 05.10.2020 at the same terms & conditions.

Yours faithfully,



(D.M. Khare)

Under Secretary to the Govt. of India

ok

o Nivkumar  
06/08/2020

F.No. 16-4/2017- Genl.  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 13 October, 2020

To

M/s. Integrated Technologies,  
2681, Shadipur, Main Bazar  
New Delhi.

Subject: Extension of Full Service Maintenance Agreement (FSMA) in respect of  
Photocopier machines in the Ministry- reg.

Sir,


I am directed to refer to this Ministry's letter of even no. dated 21<sup>st</sup> August, 2018; 29<sup>th</sup> July, 2019 and 06<sup>th</sup> August, 2020 on the subject of mentioned above and to inform you that Full Service Maintenance Agreement (FSMA) awarded to your firm for maintenance of Photocopiers in the Ministry has been extended for a further period of three months i.e. from 06.10.2020 to 05.01.2021 at the same terms & conditions.

Yours faithfully,



(D.M. Khare)

Under Secretary to the Govt. of India



13/10/2020

1/c

42  
64

Organisation Details		Buyer Details	
Type:	Central Government	Designation:	Section Officer
Ministry:	Ministry of Culture	Contact No.:	011-23381282-306
Department:	NA	Email ID:	raj.bhoj@nic.in
Organisation Name:	N/A	GSTIN:	N
Office Zone:	Delhi	Address:	Room No.330, C Wing, Shastrri Bhawan, NEW DELHI, DELHI-110001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	Secretary (Culture)	Designation:	Section Officer
Designation of Financial Approval:	JS&FA (CULTURE)	Email ID:	raj.bhoj@nic.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastrri Bhawan, NEW DELHI, DELHI-110001, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in Address: Room No.330, C Wing, Shastrri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, High range); Kyocera; OEM Authorised Service Provider
		Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range); Kyocera; OEM Authorised Service Provider
		Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Colour , Laser , Separate Drum & Tonner, Mid range); Kyocera; OEM Authorised Service Provider
		Annual Maintenance Service - Photocopier Machine - Photocopier Machines( Colour , Laser , Separate Drum & Tonner, Lower range); Kyocera; OEM Authorised Service Provider

Service Provider Details	
GeM Seller ID:	-
Company Name:	Integrated technologies
Contact No.:	09811075930
Email ID:	it.infotech.aa@gmail.com
Address:	2681,MAIN BAZAR,SHADIPUR, NEW DELHI, DELHI-110008, -
MSME verified:	Yes
GSTIN:	07AUDPS4239E12M

\*GST / Tax invoice to be raised in the name of - Buyer

Service Details																					
<b>Contract Start Date :</b> 06-Jan-2021	<b>Contract End Date :</b> 10-Jan-2022																				
<table border="1"> <thead> <tr> <th>Service</th> <th>Quantity (Quantity)</th> <th>Unit Price AMC charge per Photocopier Machine per anum</th> <th>Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)</th> </tr> </thead> <tbody> <tr> <td><b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, High range): Kyocera; OEM Authorised Service Provider</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Billing Cycle : monthly</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Category Name : Annual Maintenance Service - Photocopier Machine</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Periodicity of Preventive Maintenance Services : Monthly</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)	<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, High range): Kyocera; OEM Authorised Service Provider</b>				Billing Cycle : monthly				Category Name : Annual Maintenance Service - Photocopier Machine				Periodicity of Preventive Maintenance Services : Monthly				
Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)																		
<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, High range): Kyocera; OEM Authorised Service Provider</b>																					
Billing Cycle : monthly																					
Category Name : Annual Maintenance Service - Photocopier Machine																					
Periodicity of Preventive Maintenance Services : Monthly																					



65

Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Toner, High range)  
Status of Annual Maintenance Service Provider : OEM Authorised Service Provider  
Make/Brand Of Assets : Kyocera  
District : NA

99

10

76464.000

764,640

68

Zipcode : NA  
Onsite Service Engineers Requirement : As Indicated in Bid Document

Buyer Parameter & Add-ons :

Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
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**Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range); Kyocera; OEM Authorised Service Provider**  
 Billing Cycle : monthly  
 Category Name : Annual Maintenance Service - Photocopier Machine  
 Periodicity of Preventive Maintenance Services : Monthly  
 Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range)  
 Status of Annual Maintenance Service Provider : OEM Authorised Service Provider  
 Make/Brand Of Assets : Kyocera  
 District : NA  
 Zipcode : NA  
 Onsite Service Engineers Requirement : As Indicated in Bid Document  
 Buyer Parameter & Add-ons :

8	67968.000	543,744
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Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
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**Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Colour , Laser , Separate Drum & Tonner, Mid range); Kyocera; OEM Authorised Service Provider**  
 Billing Cycle : monthly  
 Category Name : Annual Maintenance Service - Photocopier Machine  
 Periodicity of Preventive Maintenance Services : Monthly  
 Type Of Asset : Photocopier Machines ( Colour , Laser , Separate Drum & Tonner, Mid range)  
 Status of Annual Maintenance Service Provider : OEM Authorised Service Provider  
 Make/Brand Of Assets : Kyocera  
 District : NA  
 Zipcode : NA  
 Onsite Service Engineers Requirement : As Indicated in Bid Document  
 Buyer Parameter & Add-ons :

1	135936.000	135,936
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Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
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**Annual Maintenance Service - Photocopier Machine - Photocopier Machines( Colour , Laser , Separate Drum & Tonner, Lower range); Kyocera; OEM Authorised Service Provider**  
 Billing Cycle : monthly  
 Category Name : Annual Maintenance Service - Photocopier Machine  
 District : NA  
 Make/Brand Of Assets : Kyocera  
 Type Of Asset : Photocopier Machines( Colour , Laser , Separate Drum & Tonner, Lower range)  
 Onsite Service Engineers Requirement : As Indicated in Bid Document  
 Periodicity of Preventive Maintenance Services : Monthly  
 Status of Annual Maintenance Service Provider : OEM Authorised Service Provider  
 Zipcode : NA  
 Buyer Parameter & Add-ons :

2	126024.000	252,048
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Total Amount Including All Duties and Taxes in INR 1,696,368

**SLA Details - Annual Maintenance Service - Photocopier Machine - Photocopier Machines( Colour , Laser , Separate Drum range); Kyocera; OEM Authorised Service Provider**

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**PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:**



1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services - as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC pre the GTC.a

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

**Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The objectives of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to Stakeholder  
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

**Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-compliance with defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

**Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance schedule indicated in bid document .If nothing indicated PMS will be done once in at three months during currency of the contract.. The scope of Annual Comprehensive Maintenance covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per best practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for equipment at user's premises.

**Comprehensive Annual Maintenance Contract Services for Photocopier**

Comprehensive AMC includes all parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at no cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

**Buyer Obligations**

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

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**Service Provider Obligations**

- 1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record : Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision
- 2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to e equipment and quick resolution of fault during the AMC period.
- 3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises . Proper record of the complaints shou AMC Vendor/Support Engineer at each consignee location / user premises."Bidder will provide contact point and escalation matrix
- 4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for n peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provi of patches, configuration of applications (clients side) and updating of drivers etc
- 5."The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equ replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format
- 6;The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
- 7.The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his p obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential informati

**Special Terms and Conditions**

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of : keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at til model to enable the service provider to quote Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider a buyer.The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at e

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the resp provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of tr damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service lev levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipr at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , and Buyer may make alternative arrangements for the servicing/maintenance of the equipme Under such circumstances Service Provider would reimburse the cost of such arrangements

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used fc the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/ used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during any extra cost to buyer . ."Post contract award, Bidder shall provide the escalation matrix and call logging mechanism"

**Response Time**

The response time is subject function of working days during working hours.

- 1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, t resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shal
- 1. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provi

**System Uptime**

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X) \*100.

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The selected bidder shall ensure minimum 95% uptime.

10

**Payment Terms**

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Payment terms as per applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or charged above.

**Breach of Contract**

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice remedy.

**Penalties**

**Penalties for breach**

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalty
				1 Instance 2 Instance
				>2, 1% will be charged for
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount 2%
3	Failure to deliver AMC services	Zero	NA	3% contract value 1%

**Additional Required Data/Document(s) : Buyer**

1. Other Information : Two onsite engineers required.

**Additional Data/Document(s) : Seller**

1. Certificate (Requested in ATC) : [click here](#)
2. Service Provider's Local Office / Service Centers Address With Respect Each Consignee Location ( Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid : [click here](#)

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### 1.10 Financial Certificate:

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

### 2. Additional Terms and conditions

**2.1** Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**2.2** Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**2.3** AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

**2.4** Bidders can also submit the EMD with Account Payee Demand Draft in favour of DDO (Cash), Ministry of Culture payable at New Delhi. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.



Organisation Details		Buyer Details	
Type:	Central Government	Designation:	Section Officer
Ministry:	Ministry of Culture	Contact No.:	011-23381282-306
Department:	NA	Email ID:	raj.bhoj@nic.in
Organisation Name:	N/A	GSTIN:	N
Office Zone:	Delhi	Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	Joint Secretary( Admin)	Designation:	Section Officer
Designation of Financial Approval:	JS&FA (Culture)	Email ID:	raj.bhoj@nic.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Toner, Mid Range); HPE; OEM Authorised Service Provider

Service Provider Details	
GeM Seller ID:	C49E180000090735
Company Name:	PLANET 9X TECHNOLOGIES
Contact No.:	09810081114
Email ID:	ag@planet9x.in
Address:	207/2,SECOND FLOOR,JANAKPURI DISTRICT CENTRE,NEW DELHI, West Delhi, DELHI-110058, -
MSME verified:	Yes
MSE Social Category:	General
GSTIN:	07AASFP3246K1ZQ

\*GST / Tax invoice to be raised in the name of - Buyer

Service Details	
Contract Start Date : 01-Feb-2021	Contract End Date : 05-Feb-2022

Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Toner, Mid Range); HPE; OEM Authorised Service Provider</b> Billing Cycle : monthly Category Name : Annual Maintenance Service - Photocopier Machine Onsite Service Engineers Requirement : As Indicated in Bid Document District : NA Status of Annual Maintenance Service Provider : OEM Authorised Service Provider Zipcode : NA			



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Periodicity of Preventive Maintenance Services : Monthly

5

1

47500.000

47,500

Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range)

Make/Brand Of Assets : HPE

Buyer : Buyer & Add-ons :

Total Amount Including All Duties and Taxes in INR

47,500

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**SLA Details - Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Mid Range); HPE; OEM Authorised Service Provider**

**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services - as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC pre the GTC.a

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

**Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

**Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

**Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance schedule indicated in bid document .If nothing indicated PMS will be done once in at three months during currency of the contract.. The scope of Annual Comprehensive Maintenance covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per best practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers re equipment at user's premises.

**Comprehensive Annual Maintenance Contract Services for Photocopier**

Comprehensive AMC includes all parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)



### Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

### Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record : Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision
  2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to e equipment and quick resolution of fault during the AMC period.
- 3.Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises . Proper record of the complaints shou AMC Vendor/Support Engineer at each consignee location / user premises."Bidder will provide contact point and escalation matrix
- 4.The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for n peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provi of patches, configuration of applications (clients side) and updating of drivers etc
- 5."The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the eq replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format
- 6;The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
- 7.The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his p obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential informati

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The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

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The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at ti model to enable the service provider to quote Sharing the machines serial nos may be considered as baseline.

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Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the res; provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of t damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service le levied as indicated in the Penalty Clauses.

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### Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification sh
1. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service prov

### System Uptime

2.2 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

SW

2.3 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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Note: This is system generated file. No signature is required.

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The breakdown time will be worked out as under: -



**Total Uptime's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime=  $(X-Y)/X * 100$ .

**The selected bidder shall ensure minimum 95% uptime.**

**Payment Terms**

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed above.

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1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice remedy.

**Penalties**

**Penalties for breach**

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach
				1 Instance 2
				>2, 1% will be charged fi
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount 2
3	Failure to deliver AMC services	Zero	NA	3% contract value Te

**Corrigendum**

- 77
1. Extended Upto : 2020-12-28 13:00:00
  2. Extended Upto : 2021-01-07 13:00:00

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#### Additional Required Data/Document(s) : Buyer

1. Other Information : One onsite engineer required.

#### Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Service Provider's Local Office / Service Centers Address With Respect Each Consignee Location ( Place Where Machines Are Installed And Accordingly A/c On Sight Required) As Indicated In Bid : [click here](#)
3. Map If Required In The Bid : [click here](#)

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## Terms and Conditions

### 1. General Terms and Conditions

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 **Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 **Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 **Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### 1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

### 2. Additional Terms and conditions

2.1 **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

Organisation Details		Buyer Details	
Type:	Central Government	Designation:	Section Officer
Ministry:	Ministry of Culture	Contact No.:	011-23381282-306
Department:	NA	Email ID:	raj.bhoj@nic.in
Organisation Name:	N/A	GSTIN:	N
Office Zone:	Delhi	Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	Joint Secretary( Admin)	Designation:	Section Officer
Designation of Financial Approval:	JS&FA( Culture)	Email ID:	raj.bhoj@nic.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

**Consignee Details**

S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, High range); Canon; OEM Authorised Service Provider
		Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Lower range); Canon; OEM Authorised Service Provider

**Service Provider Details**

GeM Seller ID:	82BB18000091259
Company Name:	HIND DIGITAL SOLUTIONS
Contact No.:	09810355447
Email ID:	mdzeyakarim@gmail.com
Address:	2nd Floor,JHANDU MENTION BUILDING,Hind Digital Solutions,F-128,2nd Floor Mohammad Pur,,New Delhi, South West delhi, DELHI-110066, -
MSME verified:	Yes
GSTIN:	07AADFH1116K1ZO

\*GST / Tax invoice to be raised in the name of - Buyer

**Service Details**

Contract Start Date : 08-Jan-2021

Contract End Date : 12-Jan-2022

Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, High range); Canon; OEM Authorised Service Provider</b> Billing Cycle : monthly Category Name : Annual Maintenance Service - Photocopier Machine Onsite Service Engineers Requirement : As Indicated in Bid Document Zipcode : NA Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, High range) Periodicity of Preventive Maintenance Services : Monthly Status of Annual Maintenance Service Provider : OEM Authorised Service Provider	4	72245.000	288,980



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District : NA

Make/Brand Of Assets : Canon

Buyer Parameter & Add-ons :



Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
<b><u>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Toner, Lower range); Canon; OEM Authorised Service Provider</u></b> Billing Cycle : monthly Category Name : Annual Maintenance Service - Photocopier Machine Status of Annual Maintenance Service Provider : OEM Authorised Service Provider Periodicity of Preventive Maintenance Services : Monthly Onsite Service Engineers Requirement : As Indicated in Bid Document Zipcode : NA District : NA Make/Brand Of Assets : Canon Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Toner, Lower range) Buyer Parameter & Add-ons :	2	53250.000	106,500
Total Amount Including All Duties and Taxes in INR			395,480

**SLA Details - Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Lower range); Canon; OEM Authorised Service Provider**

**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services - as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC pre the GTC.a

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to ot Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

**Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by ser of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

**Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .



### Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance scheduled as indicated in bid document. If nothing indicated PMS will be done once in at three months during currency of the contract. The scope of Annual Comprehensive Maintenance Contract covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per best practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment during the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers repairing the equipment at user's premises.

### Comprehensive Annual Maintenance Contract Services for Photocopier

Comprehensive AMC includes all parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at their cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

### Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

### Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a record with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record. The Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision.
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure quick equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises. Proper record of the complaints should be maintained. AMC Vendor/Support Engineer at each consignee location / user premises."Bidder will provide contact point and escalation matrix.
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for printers, scanners, peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provision of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document.
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his responsibilities and obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information.

### Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of parts keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at the time of model to enable the service provider to quote. Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at the time of bid.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case of damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreement will be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment is not working at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, and Buyer may make alternative arrangements for the servicing/maintenance of the equipment. Under such circumstances Service Provider would reimburse the cost of such arrangements.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during any extra cost to buyer. "Post contract award, Bidder shall provide the escalation matrix and call logging mechanism"

#### Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, it resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
1. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may be repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

#### System Uptime

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime =  $(X-Y)/X * 100$ .

The selected bidder shall ensure minimum 95% uptime.

#### Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer. Penalties as per applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed above.

#### Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SP/ and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice to the Buyer's right to seek any other remedy.

#### Penalties

Penalties for breach

Sl. No Service Level Agreement

Base Line Performance

Lower Performance

1 Instance

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>2, 1% will be charged

1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		
2.	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2%
3.	Failure to deliver AMC services	Zero	NA	3% contract value	Te

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**Additional Required Data/Document(s) : Buyer**

1. **Other Information** : One onsite engineer required.

**Additional Data/Document(s) : Seller**

1. **Ma If Required In The Bid** : [click here](#)
2. **Certificate (Requested in ATC)** : [click here](#)
3. **Service Provider's Local Office / Service Centers Address With Respect Each Consignee Location ( Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid** : [click here](#)

**Terms and Conditions**

**1. General Terms and Conditions**

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

## 2. Additional Terms and conditions

2.1 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.2 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.3 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

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Note: This is system generated file. No signature is required.

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**Contract**

**Contract No:** GEMC-511687793717909

**Generated Date:** 28-Jun-2021

**Bid/RA/PR No:** GEM/2021/B/1176242

<b>Organisation Details</b> Type: Central Government Ministry: Ministry of Culture Department: NA Organisation Name: N/A Office Zone: Delhi		<b>Buyer Details</b> Designation: Section Officer Contact No.: 011-23381282-306 Email ID: raj.bhoj@nic.in GSTIN: N Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Joint Secretary(Admin.) Designation of Financial Approval: JS&FA(Culture)		<b>Paying Authority Details</b> Payment Mode: PFMS Designation: DDO Email ID: socash-culture@gov.in GSTIN: N Address: Room No.330, C Wing, Shastri Bhawan, CENTRAL DELHI, DELHI-110001, India	
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, High range); Sharp; OEM Authorised Service Provider Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range); Sharp; OEM Authorised Service Provider

<b>Service Provider Details</b> GeM Seller ID: 7C5518000093375 Company Name: PROMPT SOLVE Contact No.: 09213093646 Email ID: prompt.solve@gmail.com Address: H.NO 44 Gali no 2,Gokal Pur,GOKAL PURI,DELHI, Delhi, Central-110094, - MSME verified: Yes MSE Social Category: General MSE Gender: Male GSTIN: 07AAMFP3189K1ZM , 07AAMFP3189K1ZM , 07AAMFP3189K1ZM	
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\*GST / Tax invoice to be raised in the name of - Buyer

**Service Details**

**Contract Start Date :** 06-Jul-2021 **Contract End Date :** 10-Jul-2022

Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)
<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, High range); Sharp; OEM Authorised Service Provider</b> Billing Cycle : monthly Category Name : Annual Maintenance Service - Photocopier Machine Onsite Service Engineers Requirement : As indicated in Bid Document Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, High range) Make/Brand Of Assets : Sharp Periodicity of Preventive Maintenance Services : Monthly Status of Annual Maintenance Service Provider : OEM Authorised Service Provider Zipcode : NA District : NA Buyer Parameter & Add-ons :	5	79000.000	395,000
Service	Quantity (Quantity)	Unit Price AMC charge per Photocopier Machine per anum	Total Amount (Formula) (AMC charge per Photocopier Machine per anum*Quantity*Contract Period/365)

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<b>Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum &amp; Tonner, Mid Range); Sharp; OEM Authorised Service Provider</b>		
Billing Cycle : monthly Category Name : Annual Maintenance Service - Photocopier Machine Type Of Asset : Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range) Make/Brand Of Assets : Sharp Onsite Service Engineers Requirement : As Indicated in Bid Document Periodicity of Preventive Maintenance Services :Monthly Zipcode : NA District : NA Status of Annual Maintenance Service Provider :OEM Authorised Service Provider	2	70000.000
Buyer Parameter & Add-ons :		140.000
Total Amount Including All Duties and Taxes in INR		535,000

**SLA Details - Annual Maintenance Service - Photocopier Machine - Photocopier Machines ( Monochrome , Laser , Separate Drum & Tonner, Mid Range); Sharp; OEM Authorised Service Provider**

**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services - as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.a

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

**Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer. Depict Terms and Conditions for all the involved stakeholders.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
- The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

**Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

**Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance Services as per schedule indicated in bid document .If nothing indicated PMS will be done once in at three months during currency of the contract.. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

**Comprehensive Annual Maintenance Contract Services for Photocopier**

Comprehensive AMC includes all parts of the equipment. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

**Buyer Obligations**

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

**Service Provider Obligations**

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises."Bidder will provide contact point and escalation matrix
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the PCs and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format
- 6; The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
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**Special Terms and Conditions**

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding ), make & model to enable the service provider to quote Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at end of document."

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies shall be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . "Post contract award, Bidder shall provide the escalation matrix and call logging mechanism"

**Response Time**

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
2. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may choose to get the same repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provider

**System Uptime**

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under AMC) \* No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X \*100.

**The selected bidder shall ensure minimum 95% uptime.**

**Payment Terms**



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The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer. Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

**Breach of Contract**

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

**Penalties**

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
				>2, 1% will be charged from the order	
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		
2.	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3.	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

**Additional Required Data/Document(s) : Buyer**

1. **Other Information** : 1. One onsite engineer is required
2. The warranty of a photocopier machine (Sharp MX-356) under this contract will expire on 5th, August 2021, after which billing of this machine will begin.

**Additional Data/Document(s) : Seller**

1. **Certificate (Requested in ATC)** [click here](#)
2. **Map If Required In The Bid** [click here](#)
3. **Service Provider's Local Office / Service Centers Address With Respect Each Consignee Location ( Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid** [click here](#)

**Terms and Conditions**

6888

**General Terms and Conditions-**

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all Inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

**2. Additional Terms and conditions-**

2.1 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.2 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.3 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.4 ISO 9001: The bidder must have ISO 9001 certification.

2.5 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

Note: This is system generated file. No signature is required.

F No. 5-7/2014-GA(pt.)  
Government of India  
Ministry of Culture  
(GA Section)  
\*\*\*\*\*

Shastri Bhavan, New Delhi  
Dated: 21<sup>st</sup> June, 2017

To

M/s Kamal Enterprises  
[Shri A.K. Agarwal],  
Shop No. 13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi – 110 029.

R →  
23/6/17

Subject: Award of Annual Maintenance Contract (AMC) for repair/maintenance of various furniture items in this Ministry.

I am directed to refer to this Ministry's Tender Notice of even number dated 17.10.2016 and your quotation No. KE/2016-17/178 dated 11.11.2016 on the subject mentioned above and to say that it has been decided by the competent authority in the Ministry to award the Annual Maintenance Contract (AMC) to your firm for repair & maintenance of office furniture, fixing, painting, polishing and upholstery works in respect of the items and rate mentioned in the enclosed Annexure initially for a period of one year from the date of acceptance of the award letter.

2. The Annual Maintenance Contract is subject to the following terms & conditions:-

i) The firm shall provide/depute an EXCLUSIVE good skilled carpenter well versed with the work of repair/maintenance of furniture in the Ministry of Culture, located at Shastri Bhawan, Puratatwa Bhawan, INA and NAI on all working days from 9.00 am to 6.00 pm and even on holidays or as and when required, as per the requirement of the Ministry. It is also the responsibility of the firm that the police verification of the person, so deputed, must be got done before providing his service to this Ministry.

ii) No work shall be executed without prior administrative approval of the Ministry of Culture. The firm shall prepare inventory of furniture items and separate job card in respect of each item of work. The Execution of work/complaint shall be attended within 24 hours after receipt of the work order/administrative approval, failing which the work may be got done through other sources and the cost incurred on the same shall be recovered from the firm. In cases where new items are provided, the normal guarantee/warranty period shall be applicable during which a maintenance/repair/replacement shall be done free of cost by the firm.

Contd. . . .

-2-

iii) The work shall be carried out in the premises of the Ministry located in Shastri Bhavan, NAI Annexe, Puratatva Bhavan, INA and the residence of Minister.

iv) The firm shall be responsible for all injury and accident to person employed by them and for damage to the fitting, fixture and equipments arising due to negligence on the part of the firm or persons employed by the firm.

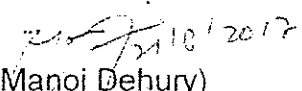
v) No advance payment will be made. The payment will be made on quarterly basis after the work for the quarter has been completed. For release of payment, pre-receipted bill may be submitted at the end of every quarter;

vi) Income Tax, 'Works Contract' Tax and any other tax at the rates in force during the period of contract shall be recovered/deducted from the payment to the firm.

vii) In the event of any dispute regarding the contract, the decision of the competent authority in the Ministry will be final and binding.

viii) Ministry of Culture reserves its right to terminate the contract at any time without assigning any reason and the contractor will not be entitles to claim any compensation against such termination.

3 You are requested to convey acceptance to the contract within 10 days of receipt of this letter. You are required to deposit the Performance Security of Rs. 1,00,000- (Rupees one lakh only) in the form of fixed deposit receipt (FDR) of a nationalised bank in favour of "DDO, Ministry of Culture, Shastri Bhawan, New Delhi" valid upto two months beyond the time period of the contract along with the acceptance. In case of non-submission of Performance Security along with the Agreement within the specified time, the earnest money will be forfeited and the Ministry may consider to black list in future.

  
(Manoj Dehury)

Under Secretary to the Govt. of India  
Tel.Ph. 23382312

(91)

**ANNEXURE****Items of work in Type-I**


Sl. No.	Name of Items	L-1 rates (in Rs.)
<b>1</b>	<b>STEEL ALMIRAH</b>	
a	Replacement of Lock (Godrej)	84.00
b	Replacement of Handle (Godrej)	24.00
c	Repair of Locking system	07.00
d	Adjustment of shelves	1.00
e	Providing of keys	9.00
f	Opening of almirah	07.00
g	Repair of Lock	07.00
h	P/fixing of New legs ( Base )	49.00
i	P/fixing of New Bush	4.00
j	P/fixing of New locking system (Godrej)	89.00
k	Spray Painting of Steel Almirah ( Big/standard Size )	249.00
l	Spray Painting of Steel Almirah ( Small/half Size )	149.00
<b>2.</b>	<b>STEEL FILING CABINET</b>	
a	Replacement of Lock (Godrej)	29.00
b	Replacement of Handle (Godrej)	9.00
c	Repairing of cabinet /adjustment of drawer	07.00
d	Repair of Locking system (Godrej)	07.00
e	Providing of key	9.00
f	Opening of filing cabinet	4.00
g	Repair of Lock	07.00
h	P/fixing of new channel	4.00
i	P/fixing of Push button M	4.00
j	Spray Painting of Steel 'Filing cabinet	149.00
<b>3</b>	<b>STEEL REVOLVING CHAIR</b>	
a)	Repair of Revolving chair	9.00
b)	Replacement of wheel ( ISI ) mark	24.00
c)	Replacement of spring	4.00
d)	Providing of Steel base	349.00
e)	P/fixing of PU Plastic Arms	97.00
f)	Repair of seat & Back	1.00
g)	P/fixing of new revolving system	4.00
h)	Replacement of Hydraulic cylinder	293.00

-2-

<b>Items of work Type -II</b>		
<b>4</b>	<b>DOOR LOCK</b>	
a)	Replacement of door Lock (Ord )	160.00
b)	Replacement of door Handle (Ord )	110.00
c)	Repair of Old Lock	9.00
d)	Replacement of Door Lock ( Godrej )	437.00
e)	Replacement of Brass Handle	180.00
f)	Replacement of door Handle ( Godrej )	99.00
g)	Opening of Locked door	7.00
h)	P/fixing of door stopper	40.00
i)	Repairing of door	29.00
j)	Repair/fixing of door closer	7.00
k)	P/fixing of New Door Closer (Godrej)	1137.00
l)	P/fixing of new Hinges 4" SS finish	78.00
m)	P/fixing of Godrej ( Sliding Bolt -10" )	189.00
n)	P/fixing of Tower Bolt — 6"	39.00
o)	Supply and Fixing of Secret lock with three keys (Godrej Make)	1237.00
p)	Opening of Secret Lock	7.00
q)	Repair of Secret Lock in all respect including replacement of Lever, spring , button etc.	24.00
r)	Repair of Pad Lock	1.00
s)	Providing and fixing of Pad Lock (Make Godrej)	69.00
<b>5</b>	<b>PHOTO FRAME</b>	
a)	Supply and fixing of Ordinary Photo frame complete in all respect including Glass ( per Sq.ft.)	168.00
b)	Supply and fixing of good quality photo frame complete in all respect including Glass (per Sq.ft.)	195.00
c)	Mounting /laminating photos, posters etc. on board (per Sq. ft.)	129.00
<b>6</b>	Supply of Wooden notice board / keyboard / Pin-up board made of 19mm thick commercial board 15' class teakwood frame , blazer cloth cover on 12mm thick soft cellotax board duly fine lacquer polished (per sq. ft)	229.00
<b>7</b>	Supply & installation of white Marker Board with all necessary accessories (Magnetic) (per Sq.ft.)	474.00
<b>8</b>	Acrylic Elevator/Writing stand - Made of acrylic sheet 10mm thick, adjustable height with Brass fittings. Size: 22" x 16"	1795.00

<b>9</b>	<b>SPIRIT / LACQUER POLISH</b>	
a)	Conference table Officer/Office table/side rack/wooden almirahs / Book shelf /Notice Board /Wooden Partition! Wall paneling (per Sq. Ft)	18.00
b)	Office chair (per piece)	69.00
c)	Stool (per piece)	29.00
d)	Centre table (per piece)	29.00
e)	Sofa Set (Per piece)	29.00
f)	Painting of Wall ceiling with Oil bound distemper (Asian) (Per. Sq. Ft)	9.00
g)	Painting of Wall, ceiling with Plastic Paint (Asian) (Per. Sq. Ft)	13.40
h)	Painting of wall with texture paint (Asian) (Per. Sq. Ft)	15.90
<b>10</b>	<b>REPAIR OF WOODEN FURNITURE (WITH SCREW &amp; NAILS)</b>	
a)	Minor repair of chairs /table / almirah	7.00
b)	P/fixing of lock to wooden table	9.00
c)	P/fixing of Kunda chapka	9.00
d)	Repair of drawer of wooden table	4.00
e)	P/fixing of Multipurpose Lock (Godrej)	95.00
f)	P/fixing of wall catcher	9.00
g)	P/fixing of Knobs / Handles (Ord)	14.00
h)	P/fixing of Knobs / Handles ( Brass )	64.00
i)	P/fixing of Telescopic channel 14"	74.00
j)	P/fixing of Telescopic channel 16"	78.00
k)	P/fixing of Telescopic channel 19"	82.00
l)	P/fixing of Rugs carpet (Per. Sq. Ft)	160.00
m)	P/fixing off wooden paneling (Per. Sq. Ft)	174.00
n)	P/fixing of gypsum 'false ceiling (Per. Sq. Ft)	139.00
o)	Supply of Wooden stool of size 15"X18"	629.00
p)	Supply of wooden stool of size: 24"X24"	969.00
q)	Supply Wooden footrest of size:24"X18"	337.00
r)	P/F of Vertical Blinds (Per. Sq. Ft)	69.00
s)	P/F of Chick Blinds (Per. Sq. Ft)	129.00
t)	P/F of Roller Blinds (Per. Sq. Ft)	179.00
<b>11</b>	<b>Providing and fixation of Normal Glass (Per. Sq. Ft) (Make: Saintgobain/Modi)</b>	
a)	6mm thick	69.00
b)	8mm thick	110.00
c)	10mm thick	149.00
d)	12mm thick	189.00

12	<b>Providing and fixation of Beveled Glass with Brown Colour (Per. Sq. Ft) (Make: Saintgobain / Modi</b>	
a)	6mm thick	69.00
b)	8mm thick	122.00
c)	10mm thick	172.00
d)	12mm thick	210.00
13	Cutting charges (applicable in old glasses for reuse)	9.00
14	Grinding charges (applicable in old glasses for reuse)	9.00
15	Providing & fixing of Rubber bidding	19.00
16	Providing of fixing of aluminum Bidding	19.00
17	<b>Renovation/Reconditioning of Sofa Set, including providing of Tat, cotton, jute, Markin, Dori, spring and change of cloth / leather foam as per sample approved.</b>	
a)	Five seater	2375.00
b)	Four seater	1900.00
c)	Three seater	1425.00
d)	Two seater	950.00
e)	Single seater	475.00
f)	Cushioned office chairs	424.00
g)	Executive revolving chairs	612.00
h)	Computer revolving chair	375.00
i)	Wooden cushioned settees	180.00
j)	Cushioned visitor chair	306.00
k)	P/F of rubber cushion(Sleepwell) Size:-21" x22" x 4"	413.00
l)	P/F of rubber cushion (Sleepwell) Size:- 21" x 22" x 3"	329.00
m)	P/F of rubber cushion (Sleepwell) Size:- 21 " x 22" x 2"	274.00
n)	P/F of rubber cushion (Sleepwell) Size:-18" x18" x 2"	274.00
o)	P/F of foam sheet 25mm (HD) to sofa set (Sleepwell)	144.00
p)	P/F of foam sheet 50mm (HD) to sofa set (Sleepwell)	249.00
18	<b>MISCELLANEOUS ITEMS</b>	
a)	P/fixing of acrylic carpet (Per. Sq. Ft)	44.00
b)	P/fixing of new wooden partition with both side teak ply (Per. Sq. Ft)	195.00
c)	Providing of new plastic chairs (Supreme / Neelkamal)	644.00
d)	Providing of Teakwood visitor chair	4800.00
e)	Providing of coat stand	2637.00



(Manoj Dehury)

Under Secretary to the Govt. of India

Tel.Ph. 23382312





F. No. 5-7/2014-GA(pt.)  
Government of India  
Ministry of Culture  
(GA Section)  
\*\*\*\*\*

Shastri Bhavan, New Delhi  
Dated: 17<sup>th</sup> August, 2017

To

M/s Kamal Enterprises  
[Shri A.K. Agarwal],  
Shop No. 13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi – 110 029.

Subject: Award of Annual Maintenance Contract (AMC) for repair/maintenance of various furniture items in this Ministry.

I am directed to refer to your acceptance dated 29.06.2017 and to say that Annual Maintenance Contract (AMC) for repair & maintenance of office furniture, fixing, painting, polishing and upholstery works in the Ministry is awarded to your firm w.e.f. from 29<sup>th</sup> June, 2017 for a period of one year i.e. upto 28<sup>th</sup> June, 2018 subject to the following terms & conditions accepted by you:-

- i) The firm shall provide/depute an EXCLUSIVE good skilled carpenter well versed with the work of repair/maintenance of furniture in the Ministry of Culture, located at Shastri Bhawan, Puratatwa Bhawan, INA and NAI on all working days from 9.00 am to 6.00 pm and even on holidays or as and when required, as per the requirement of the Ministry. It is also the responsibility of the firm that the police verification of the person, so deputed, must be got done before providing his service to this Ministry.
- ii) No work shall be executed without prior administrative approval of the Ministry of Culture. The firm shall prepare inventory of furniture items and separate job card in respect of each item of work. The Execution of work/complaint shall be attended within 24 hours after receipt of the work order/administrative approval, failing which the work may be got done through other sources and the cost incurred on the same shall be recovered from the firm. In cases where new items are provided, the normal guarantee/warranty period shall be applicable during which a maintenance/repair/replacement shall be done free of cost by the firm.
- iii) The work shall be carried out in the premises of the Ministry located in Shastri Bhavan, NAI Annexe, Puratatwa Bhawan, INA and the residence of Minister.

- iv) The firm shall be responsible for all injury and accident to person employed by them and for damage to the fitting, fixture and equipments arising due to negligence on the part of the firm or persons employed by the firm.
- v) No advance payment will be made. The payment will be made on quarterly basis after the work for the quarter has been completed. For release of payment, pre-receipted bill may be submitted at the end of every quarter;
- vi) Income Tax, 'Works Contract' Tax and any other tax at the rates in force during the period of contract shall be recovered/deducted from the payment to the firm.
- vii) In the event of any dispute regarding the contract, the decision of the competent authority in the Ministry will be final and binding.
- viii) Ministry of Culture reserves its right to terminate the contract at any time without assigning any reason and the contractor will not be entitles to claim any compensation against such termination.

*[Handwritten signature]*

*[Handwritten signature]*  
21/8/17

Yours faithfully,

(Manoj Dehury)

Under Secretary to the Govt. of India

Tel.Ph. 23382312

9/6

No. 5-7/2014-GA (pt.)  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi – 110 001  
Dated: 13<sup>th</sup> August, 2018

To:  
M/s Kamal Enterprises,  
13-A-1C.S.C.Safdarjune Enclave,  
New Delhi- 110029.

Sub: Extension of Annual Maintenance Contract awarded to M/s Kamal Enterprises for repair and maintenance of furniture in the Ministry - regarding

Sir,

I am directed to refer to this Ministry's letter of even number dated 21<sup>st</sup> June, 2017 and your letter dated 21<sup>st</sup> June, 2018 on the subject cited above and to inform that the annual contract awarded to your firm for maintenance of furniture in the Ministry has been extended for a period of one year from 29.06.2018 to 28.06.2019 at the same terms & conditions.

Yours faithfully,

*(Signature)*  
13/8/2018  
(Manoj Debury)

Under Secretary to the Govt. of India

*(Signature)*  
16/8/2018

F.No. 5-7/2014- GA(pt.)  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 26 June, 2019

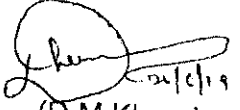
To  
M/s Kamal Enterprises,  
13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi-110029.

Subject:- Renewal of Annual maintenance contract awarded to M/s Kamal Enterprises for repair & maintenance of furniture in the Ministry – reg.

Sir,


I am directed to refer to this Ministry's letter of even no. Dated 13<sup>th</sup> August, 2018 and your letter dated 14<sup>th</sup> May, 2019 on the subject mentioned above and to inform you that the Annual Maintenance Contract awarded to your firm for repair & maintenance of furniture in the Ministry has been renewed for a further period of one year from 29.06.2019 to 28.06.2020 at the same terms & conditions.

Yours faithfully,

  
(D.M.Khare)

Under Secretary to the Govt. of India

धर्मदत्त भास्कर खरे  
Dharmendra Bhaskar Khare  
अवर सचिव / Under Secretary  
संस्कृति मंत्रालय / Ministry of Culture  
भारत सरकार / Government of India  
नई दिल्ली / New Delhi

  
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20/6/19

230082/2020/Gen. Admn.

F.No. 15-1/2020  
Government of India  
Ministry of Culture  
(GA Section)

98

Shastri Bhavan, New Delhi  
Dated: 16<sup>th</sup> July, 2020

To

M/s Kamal Enterprises,  
13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi-110029.

Subject:- Renewal of Annual maintenance contract awarded to M/s Kamal Enterprises for repair & maintenance of furniture in the Ministry – reg.

Sir,

I am directed to refer to this Ministry's letter F.N. 5-7/2014-GA(pt.) Dated 26<sup>th</sup> June, 2019 and your letter dated 22<sup>nd</sup> June, 2020 on the subject mentioned above and to inform you that the Annual Maintenance Contract awarded to your firm for repair & maintenance of furniture in the Ministry has been renewed for a further period of six months from 29.06.2020 to 28.12.2020 at the same terms & conditions.

Yours faithfully,



(D.M. Khare)

Under Secretary to the Govt. of India

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309858/2021/Gen. Admn.



F.No. 15-1/2020-GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 11<sup>th</sup> January, 2021

To

M/s Kamal Enterprises,  
13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi-110029.

Subject:- Extension of Annual maintenance contract awarded to M/s Kamal Enterprises for repair & maintenance of furniture items in the Ministry -- reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 16<sup>th</sup> July, 2020 on the subject mentioned above and to inform you that the Annual Maintenance Contract awarded to your firm for repair & maintenance of furniture items in the Ministry has been extended for a further period of three months from 29.12.2020 to 27.03.2021 at the same terms & conditions.

Yours faithfully,

(D.M. Khare)

Under Secretary to the Govt. of India

o/c

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F.No. 15-1/2020-GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 20<sup>th</sup> April, 2021

To

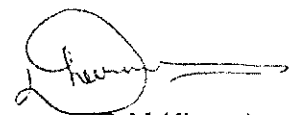
M/s Kamal Enterprises,  
13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi-110029.

Subject:- Extension of Annual maintenance contract awarded to M/s Kamal Enterprises for repair & maintenance of furniture items in the Ministry – reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 11<sup>th</sup> January, 2021 on the subject mentioned above and to convey that the Annual Maintenance Contract awarded to your firm for repair & maintenance of furniture items in the Ministry has been extended for a further period of two months from 28.03.2021 to 27.05.2021 at the same terms & conditions.

Yours faithfully,



(D.M.Khare)

Under Secretary to the Govt. of India

319151/2021/Gen. Admn.

F.No. 15-1/2020-GA  
Government of India  
Ministry of Culture  
(GA Section)

(10)

Shastri Bhavan, New Delhi  
Dated: 13<sup>th</sup> July, 2021

To

M/s Kamal Enterprises,  
13, A-1, C.S.C. Safdarjung Enclave,  
New Delhi-110029.

Subject:- Extension of Annual maintenance contract awarded to M/s Kamal Enterprises for repair & maintenance of furniture items in the Ministry – reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 20<sup>th</sup> April, 2021 on the subject mentioned above and to inform you that the Annual Maintenance Contract awarded to your firm for repair & maintenance of furniture items in the Ministry has been extended for a further period of three months from 28.05.2021 to 27.08.2021 at the same terms & conditions.

Yours faithfully,



(D.M.Khare)

Under Secretary to the Govt. of India



No. 16-6/2018- GA  
Government of India  
Ministry of Culture

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Shastri Bhavan, New Delhi  
Dated: 06 May, 2018  
runc.

To

M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

Subject: Contract for awarding annual maintenance contract for repairs & maintenance of UPS in the Ministry – regarding

Sir,

I am directed to refer to your online bids in response to this Ministry's e-tender notice [Tender ID : 2018-MC-324851-1] published on 6<sup>th</sup> April, 2018 on the above mentioned subject and to award Annual Maintenance Contract (AMC) for repair & maintenance of 184 UPS both online (70 nos) and offline (114 nos.) available in the Ministry at total cost of Rs. 3,23,200/-. The AMC include all spare parts including batteries.

2. The AMC will be subject to the following terms & conditions:-

- i) The CAMC will be valid for a period of one year initially w.e.f. 1<sup>st</sup> June, 2018 to 31 May, 2019 and extendable for further period of two years subject to satisfactory service.
- ii) The rates quoted will remain in force for the entire period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
- iii) Comprehensive AMC will include repair & maintenance including spare parts & batteries.
- iv) The Firm should provide a mechanic well qualified with a minimum of three (3) years' experience. The mechanic should be available five days (Monday to Friday) a week from 9:00 AM to 5:30 PM. His service may be required on odd hours and also on holidays as the situation demands. The mechanic should have experience in maintenance of various types of UPSs.
- v) The firm must ensure and assure that the firm who enters into the AMC contract with the Ministry will not outsource it further. Any deviation from this would lead to blacklisting.
- vi) The firm shall provide services during office hours in the offices of Ministry at Shastri Bhavan, NAI Annexe and Puratatva Bhavan, INA, etc. without any additional cost.
- vii) Log-report of the firm will indicate the nature of complaint, date and time of booking the complaint, time when the UPS is repaired and total down time. This record will be signed by the firm's service engineer, and user.

Contd. . . .

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- viii) If any UPS is not repaired within 24 hrs. the firm will provide standby UPS. If however, the firm fails to repair or provide a stand-by UPS, a penalty of Rs.100/- (Rupees hundred only) shall be payable by the firm per day for delay.
- ix) New UPSs purchased will be included in AMC as soon as warranty expires.
- x) The firm would use only OEM spare parts. The firm must have Multi-OEM product support capability. A certificate is to be given by the firm in each case/repair that OEM products parts are used. No additional charges will be given for change of parts like Battery, transformer, etc.
- xi) It is mandatory that the firm should maintain inventory of spares in the Ministry under the custody of Mechanic.
- xii) The Contract will be valid for a period of 12 months. In case the services of the Contractor are not found satisfactory or contractor fails to comply with any terms and conditions of this contract, the Department may terminate the Contract.
- xiii) A performance security of Rs. 16,000/- (Rupees sixteen thousand only) should be pledged in favour of the Ministry of Culture and deposited the same as Bank Guarantee/FDR from a Nationalized Bank before commencement of the contract for the entire period of the contract. The performance security deposit will be refunded/released only after the successful completion of the CAMC.
- xiv) The performance security deposit will stand forfeited in the event of premature withdrawal of CAMC by the company.
- xv) The contract shall be subject to the Indian laws and Jurisdiction of the Courts located in Delhi.

3. If you are willing to accept the CAMC subject to the above terms & conditions, you may send your acceptance along with the requisite documents to this Ministry immediately.

Yours faithfully,

  
(Manoj Dehury)

Under Secretary to the Govt. of India

**eProcurement System Government of India**

**Finance Bid Evaluation Summary**

Date : 20-Jun-2018 11:39 AM

Print

Organisation Chain : Ministry of Culture General Administration Section - MoC
Tender ID : 2018_MC_324851_1
Tender Ref No : 16-6/2018-GA
Tender Title : Comprehensive Annual Maintenance contract for UPS in the Ministry
Cover System : 2

Committee Chairperson/Co-ordinator Type :	<b>Internal</b>
Committee Chairperson/Co-ordinator Name :	<b>S.K. Singh</b>
Committee Members :	<b>Shri Manoj Dehury, Shri S.K. Tarun, Ms. Anjana, Shri Pappunjay Kumar</b>
Summary Details :	<b>finsummary_341712.pdf (1860.61 KB) --</b>
Summary uploaded on :	<b>20-Jun-2018 11:39 AM</b>

No. of Bids : 1

**Bid List**

S.No	Bid Number	Bidder Name	Opened By	Submitted Date	Quoted Amount/ Evaluated Amount in ₹	Rank	Status	Reason
1	1102365	Nice Enterprises	ANJANA .	18-Apr-2018 04:04 PM	3,23,200.00	1	Accepted	The rates quoted by the firm is reasonable

**Tender Inviting Authority**

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GOVERNMENT OF INDIA  
eProcurement  
सर्वोच्च न्यायालय

**eProcurement System Government of India**

**AOC Summary**

Date : 20-Jun-2018 12:27 PM

Print

Organisation Chair	Ministry of Culture  General Administration Section - MoC
Tender ID	:2018 MC 324851 1
Tender Ref No	:16-6/2018-GA
Tender Title	:Comprehensive Annual Maintenance contract for UPS in the Ministry
Cover System	: 2

Contract Date	:20-Jun-2018
Contract Value	:INR 323200.00
Work Completion Period (in days)	:365
AOC document	:Nicecontract.pdf (733.00 KB)
AOC Description	

<b>Awarded Bids List</b>				
S.No	Bid Number	Bidder Name	Awarded Currency	Awarded Value
1	1102365	Nice Enterprises	INR	323200.00

**Congratulations! You have been awarded the contract for this tender.**

**Tender Inviting Authority**

F.No. 16-6/2018- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 26 June, 2019

To

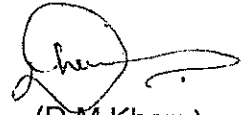
M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

Subject: Renewal of Annual maintenance contract awarded to M/s Nice Enterprises  
for repair & maintenance of UPS in the Ministry – regarding.

Sir,

I am directed to refer to this Ministry's letter of even no. Dated 06<sup>th</sup> June, 2018 and your letter dated 27<sup>th</sup> May, 2019 on the subject mentioned above and to inform you that Annual Maintenance Contract awarded to your firm for repair & maintenance of UPS in this Ministry has been renewed for a further period of one year from 01.06.2019 to 31.05.2020 at the same terms & conditions.

Yours faithfully,



(D.M.Khare)

Under Secretary to the Govt. of India

Recd  
D.M. Khare

F. No. 16-6/2018- GA  
Government of India  
Ministry of Culture  
(GA Section)

Shastri Bhavan, New Delhi  
Dated: 26 May, 2020

To

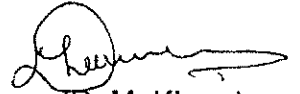
M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

Subject: Renewal of Annual maintenance contract awarded to M/s  
Nice Enterprises for repair & maintenance of UPS in the Ministry –  
regarding.

Sir,

I am directed to refer to this Ministry's letter of even no. Dated 06<sup>th</sup>  
June, 2018 and 26<sup>th</sup> June 2019 and your letter dated 14<sup>th</sup> May, 2020 on the  
subject mentioned above and to inform you that Annual Maintenance Contract  
awarded to your firm for repair & maintenance of UPS in this Ministry has been  
renewed for further period of one year from 01.06.2020 to 31.05.2021 at the  
same terms & conditions.

Yours faithfully,



(D. M. Khare)

Under Secretary to the Govt. of

धीरेन्द्र मोहन खरे  
Dheerendra Mohan Khare  
अवर सचिव / Under Secretary  
संस्कृति विभाग / Ministry of Culture  
भारत सरकार / Govt. of India  
नई दिल्ली / New Delhi

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No.16-6/2018-GA  
Government of India  
Ministry of Culture  
(G A Section)

Shastri Bhavan, New Delhi  
Dated: 01 June, 2021

To

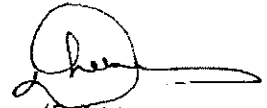
M/s. Nice Enterprises,  
B131, 20ft Road, Budh Vihar,  
Mandoli, Delhi.

Subject: Comprehensive annual maintenance contract (CAMC) for repair/  
maintenance of UPSs in the Ministry – reg.

Sir,

I am directed to refer to this Ministry's letter of even no. dated 26.05.2020 on the subject mentioned above and to inform you that Comprehensive annual maintenance contract (CAMC) awarded to your firm for repair/maintenance of UPSs in the Ministry has been extended for a further period of three months i.e. from 01.06.2021 to 31.08.2021 at the same terms & conditions.

Yours faithfully,



(D.M.Khare)

Under Secretary to the Govt. of India

o/c [Handwritten signature]

## Contract

Contract No: GEMC-511687736475029

Generated Date: 03-Sep-2021



Organisation Details		Buyer Details	
Type:	Central Government	Designation:	Section Officer
Ministry:	Ministry of Culture	Contact No.:	011-23381282-306
Department:	NA	Email ID:	raj.bhoj@nic.in
Organisation Name:	N/A	GSTIN:	N
Office Zone:	Delhi	Address:	Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	PFMS
Designation of Administrative Approval:	Joint Secretary( Admin)	Designation:	DDO
Designation of Financial Approval:	Joint Secretary( Admin)	Email ID:	socash-culture@gov.in
		GSTIN:	N
		Address:	Room No.330, C Wing, Shastri Bhawan, CENTRAL DELHI, DELHI-110001, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23381282-306 Email ID: raj.bhoj@nic.in GSTIN: N Address: Room No.330, C Wing, Shastri Bhawan, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS( Offline 1 KVA); other

Service Provider Details	
GeM Seller ID:	4AE2180000102697
Company Name:	Nice Enterprises
Contact No.:	09650238281
Email ID:	niceenterprises@ymail.com
Address:	Nice Enterprises H.NO-B-131 25FUTA ROAD,Raju Sharma,MANDOLI SABOLI, BUDH VIHAR, DELHI-110093, -
MSME verified:	Yes
GSTIN:	07BRQPS0328M2Z6

\*GST / Tax invoice to be raised in the name of - Buyer

## Service Details

Contract Start Date :10-Sep-2021

Contract End Date :09-Sep-2022

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : monthly

Description	Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Type of Asset :	UPS( Offline 1 KVA)	1980
Make/Brand of Assets :	other	
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP	

## Total Amount (Formula) :

(AMC Cost Per Asset Per Annum\*Number of each Asset for AMC\*Contract Period/365)

Total Value without Addons :	429660
Total Addon Value	0
Total Value Including Addons	429660.00

## Amount of Contract

Total Contract Value Including All Duties and Taxes in INR	429660
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SLA Details - Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS( Offline 1 KVA); other



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contracts placed through GeM shall be governed by following set of Terms and Conditions:

- General terms and conditions for Goods and Services;
- Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
- BID / Reverse Auction specific ATC

**Note :**

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work. Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

**Objective and Goals**

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Depict Terms and Conditions for all the involved stakeholders.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

**Stakeholders**

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

**Scope of the AMC Services**

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts ( excluding consumables ) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maintenance services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

**Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc**

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) -Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

**Buyer Obligations**

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

**Service Provider Obligations**

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide