

कार्यालय प्रधान निदेशक लेखापरीक्षा

उद्योग एवं कॉर्पोरेट मामले

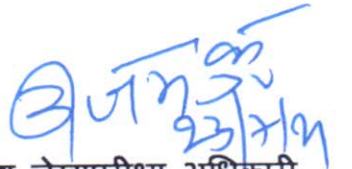
ए.जी.सी.आर. भवन, आई.पी.एस्टेट, नई दिल्ली- 110002

प्रशासन/स्था./24/फोटोकॉपी मशीन/2021-22/ 102,

दिनांक : 23.07.2021

**विषय : Comprehensive Annual Maintenance Contract of Photocopier Machines for the period 01.09.2021 to 31.08.2022 के सम्बन्ध में I**

कार्यालय में लगे फोटोकॉपी के रख रखाव हेतु दिये गये नियम एवं शर्तों पर आपसे बन्द लिफाफे में निविदाये 05.08.2021 तक मंगवाने हेतु आमंत्रित है, जो 06.08.2021 को खोली जायेगी।

  
वरिष्ठ लेखापरीक्षा अधिकारी  
(स्थापना)

**TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE**  
**CONTRACT OF PHOTOCOPIER MACHINES**

**General Terms and Conditions**

1. Sealed comprehensive quotations in favour of Sr. A.O. (Estt.) are hereby invited from the vendor/service providers for the Comprehensive Annual Maintenance Contract (AMC) and will include preventive maintenance, two monthly services and/ or replacement of any faulty item / spare parts of good / standard quality for keeping the 12 Photocopier Machines (list enclosed) fully operational and free from any defects/disturbance etc.
2. AMC shall cover all parts i.e. including all plastic parts for smooth and continuous functioning of the Photocopier Machines. However, the notional cost of repair/service and that of parts replaced etc. may be communicated to this office for record purposes.
3. The AMC rates mentioned in this contract will be valid for a period for entire period of contract. i.e. from 01.09.2021 to 31.08.2022. The tenderer shall quote for **per copy charges**, which will include the maintenance charges including all cost for maintaining the photocopier machines in proper order throughout the contract period. It will be the responsibility of the firm to provide genuine and original spare parts and toner of the machines and to keep machines in proper working order during the contract period. Cost of all parts repaired/replaced will be borne by the firm and the defective parts will be replaced with original parts.
4. The parts to be installed in place of defective parts should be of the same brand and specifications. In case of non-availability of the parts, to be replaced, of the same brand, the choice of parts of a company of particular brand will be the discretion of the offices.
5. All the machines must be serviced onsite at the office premise by monthly. The agency will have to provide adequate standby photocopier machines if the problem is not resolved within 48 hours.
6. The entire responsibility for smooth working of all the Photocopier Machines to give trouble free prompt service throughout the contract period would lie on the vendor.
7. All the complaint should be attended within 48 hours, failing which penalty for not attending the Complaint will be levied. The rate of penalty will be Rs. 200/- per day per machine.
8. Completion period may be extended in special circumstances by the Customer at the same rate of agreement. The Second Party shall not claim any further extension for completion of work before the said stipulated period.
9. In case the contractor's services are found unsatisfactory, the contract shall be terminated after giving one week notice or without notice and the work shall be got done from the open market at the contractor's risk and cost. This may also entail the termination of the contract and encashment of the Bank Guarantee furnished by the vendor..
10. The contractor shall handover all the items to the office in perfect working order at the time of expiry of contract. He will obtain a certificate to this effect from the Sr. AO (Estt.) at the completion of contract.
11. Repair work shall be carried out within the office premises. In case any item of work is to be carried out in their workshop the standby arrangement will be provided by the vendor immediately and it may also be assured that if any Photocopier Machine other than the



model in our office was provided by the firm as standby, the cost of cartridge/toners to be borne by the firm.

12. The visiting Engineer is required to visit the office for periodic by-monthly inspection/preventive maintenance of photocopier machines and duly sign in visit register about satisfactory functioning of machine. This visit will be an addition to visit made for attending complaints. Materials required for cleaning etc. should be brought by the firm.
13. The vendor has to obtain 'Satisfactory Performance Certificate' from user sections and submit the same along with status of complaints resolution for a month.
14. At any stage during the contract period, if it is found by the office that services of the firm are not satisfactory then this office reserves the right to cancel the contract without assigning any reason and security money shall be forfeited.
15. No advance payment in any case would be made to the vendor. The firm will be paid in four equated quarterly installments for the four quarters at the end of each quarter and last quarter installments would be paid on successful completion of the AMC.
16. Sr. Audit Officer (Estt.) of this office will judge the quality of work.
17. TDS@2% & GST@2% will be deducted from each amount of bill submitted by the vendor/contractor. Taxes will be paid as applicable.
18. GST/TDS or any other tax or duties on material and on services in respect of this contract will be payable by the Vendor and nothing extra will be paid by O/o the Principal Director of Audit, Industry and Corporate Affairs, New Delhi for increase in such taxes or duties even if imposed or levied either before or after the quotations are opened.
19. **Security Deposit:-** The vendor shall provide a Bank Guarantee of 10 *per cent* of the AMC or Rs 10000/- (Rupees ten thousand), whichever is higher, in favour of the Office of the PAO, AG AUDIT (DELHI), New Delhi 110002. This Bank Guarantee will be refunded after successful completion of the contract.
20. **Safety Measures:-** The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment, does not occur. The vendor shall assume all liability for and give to the Purchaser complete indemnity against all action, suits, claims, demands cost charges or expenses arising out of and in connection with which any accidental death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying out of the works, whether such actions are brought by the members of public or neighbours or persons employed on the works. The vendor in carrying the works shall conform to the statutory and other legal requirements.
21. **Sub-contract:-** The vendor/supplier shall not assign or sub-let any portion of the contract without the prior written approval of this office.
22. **Premature closure of AMC:** In case of unsatisfactory maintenance, the office of the Principal Director of Audit, Industry and Corporate Affairs, New Delhi reserves the right to terminate the contract without prior notice at any time.



23. In case the successful bidder declines the offer of contract, for whatsoever reason (s), EMD will be forfeited
24. **Dispute Settlement:** The Agreement shall be governed by Indian Laws and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.
25. The photocopy machines may be inspected on or before **30.07.2021** after appointment to AAO (Estt.) contact no. 011-23403658.

**Technical Terms and Conditions:**

1. The firm/vendor must have previous experience of at least 5 years/existing AMC in maintaining photocopier machines in Government Organisations/PSUs.
2. Only reputed and highly experienced agencies who have good infrastructure, have adequate and sound knowledge and capable of undertaking the assignment would be eligible to submit the quotations. The firm should submit all the details
3. Self Attested Copy of PAN/TIN/GST and Income Tax clearance certificate for the last one year must be attached. All suppliers/agencies must provide a detailed profile of their firm. The company should be registered in India and copy of Certificate of Incorporation / Registration Certificate, PAN Card and GST Registration Certificate, duly signed by authorized signatory must be furnished in hard copy duly attested. If the work of the bidder is found satisfactory, the competent authority of the Client may further increase the quantum of work to the same bidder on same Terms and Conditions.
4. Bank details, etc. may be provided.
5. The firm should be registered with GST Department and should submit a copy of valid GST registration.
6. The address of the workshop/office with Telephone No., Fax No., Mobile Nos. in New Delhi should also be furnished.
7. Copy of general undertaking that all terms and conditions of this Bid Document are acceptable is to be signed by an authorized person of the applying firm while submitting the quotations.
8. Unrealistic rates quoted by the bidders shall not be considered by the Principal Director of Audit, Industry and Corporate Affairs, New Delhi. Therefore, bidders are required to quote realistic rates keeping in view the cost of deployment of service engineers and other staffs including statutory compliance on the part of bidding firm on account of payment of latest notified Minimum Wages by the Govt. of NCT of Delhi applicable for skilled/ qualified persons.
9. The office reserves the right to reject any or all the quotations without assigning any reason. Incomplete bids are liable to be rejected.
10. Quotation which do not fulfill all or any of the conditions or are incomplete in any respect, are liable to summarily rejected.
11. A firm black listed by any Govt. Office will not be eligible to participate. An undertaking to this effect will have to be given at the time of submitting the quotations.
12. The rates quoted and applicable Tax/GST shall be shown separately in quotation. The price should be inclusive of all costs required in connection with the execution of the work and all other applicable taxes and duties including GST. No additional cost of any sort shall be demanded or paid.

13. The bidder must have successfully done similar work during the last 2 financial years.
14. While all efforts have been made to avoid errors in the drafting of the bidding documents, the Bidder is advised to mnnccheck for the same carefully. No claim on account of any errors detected in the documents shall be entertained.
15. If the firm/vendor meets the above technical requirements, it may apply in the sealed cover before **05.08.2021** and received sealed quotations by due date will be opened on **06.08.2021** by purchase committee.

  
Senior Audit Officer (Estt.)