

**By Speed Post**

No.F.7/2/2009-OAS  
Government of India  
Press Information Bureau

Room No. 716, A Wing  
Shastri Bhawan, New Delhi,  
dated 09.03.2009

To

To all as per list enclosed.

**Subject : Quotation for Annual Maintenance Contract for Samsung /  
Panasonic / Brother fax machines.**

Sir,

Sealed quotations are invited for the Annual Maintenance Contract for  
the following fax machines :

S. No.	Machine / Make	No. of machines
1.	Samsung	04
2.	Panasonic	12
3.	Brother	01
	<b>Total</b>	<b>17</b>

2. The rates for the Annual Maintenance Contract along with terms and conditions may please be sent to the undersigned in a sealed cover superscribed with the words "**Quotation for Annual Maintenance Contract for fax machines**". The quotations should reach by 3.00 PM on 18.03.2009. The quotations will be opened at 3.30 PM on the same day in the presence of the representative of the firms who wish to be present.

3. The Bureau reserves the right to reject any or all of the quotations without assigning any reason.

Yours faithfully,

  
(Girish Chand)  
Deputy Director

**Encl: as above.**

✓ Copy to : NIC, PIB to paste this notice on the website of PIB.

## TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

(iv) **THE COMPANY shall take prompt corrective action in response to the complaints received by it through its engineers within 2 hours provided, however, in case of the complaints received at late hours of the day will be attended at the early hours of the following working day.**

- (v) **UNLESS OTHERWISE AGREED** the company shall ensure to carry-out the maintenance and repairing work as per the latest modification standard applicable to the Client's Equipments.
- (vi) The Engineers will work under the instructions of the Office Automation Section of the Press Information Bureau and shall submit complaint sheets for each complaint attended by them. The complaint sheet, would clearly define the nature of the complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective users.
- (vii) The AMC will include rectification of all complaints to be done by Engineers. The engineer will have to ensure that all calls are attended within two working hours and the upkeep time for the repair of any system would be up to two working days.
- (viii) **THE COMPANY** undertakes to discharge all its obligations under (Contract/Agreement) in good workmanship manner and in case any equipment remains idle for want of repairs or reprographics/IT materials for more than 48 successive hours or 2days after receiving complaints lodged by the user at the Service center, no payment will be paid to the company for the whole month. In case any equipment is down for want of spare parts, the company will have to furnish an undertaking duly attested by the user and the parts may be replaced in five(5) days.
- (ix) **THE COMPANY** shall provide a standby fax machine if the equipment is not repaired within the stipulated time so that office work may not suffer.
- (x) **THE COMPANY** shall provide all preventive maintenance service, replacement of spare parts, etc free of charge except the consumables like ink cartridges, head cartridge etc. The company will take replaced parts. The Equipment will have to be repaired in-house. No Equipment should be taken out for repairs without a valid gate pass and making proper entries with the coordinator.
- (xi) The defective equipments/spares will be replaced free of cost by the equipments/spares will be replaced by the equipments/spares of the same specification and in case these are not available, the higher specification will have to be installed. In no case, will defective items be replaced by old spares. The details of the defective items/ parts and of those are replaced will be specified in the log-sheet.
- (xii) The Company shall provide functional Mobile Phone numbers to the Engineers for urgent communications.

- (xiii) **THE COMPANY will not revise the maintenance charges in between the period of the Agreement.**
- (xiv) **Un-authorized person other than Company's authorized representative(s) will not be allowed to attend the machine.**
- (xv) **In case the default is occasioned due to the negligence of the company's authorized Engineer/representatives/use of parts supplied by Company, the Client will not pay any additional charges and the Company shall indemnify the Client for any loss or damage caused or occasioned to the Client on account of such defaults**
- (xvi) **If any of the components critical to the working of the equipment is not working, this will be taken as total failure of the equipment.**
- (xvii) **The defective components may be replaced with the same configuration.**
- (xviii) **Function of all components would be ensured for the proper functioning of operating system and all attachments should function properly.**
- (xix) **THE CLIENT agrees not to employ directly or indirectly any additional attachment, features, fixtures or devices on the equipment, not make alterations, additions or modifications there to except as may be advised/ permitted by the Company. During the contract period no attempt shall be made by the Client or by other person other than an authorized representative of the Company to repair, service or maintain the scheduled equipment.**
- (xx) **Repair, replacement or maintenance of the Schedule Equipments as deemed necessary will be done by the Company's Engineer during the working hours viz. 9.30AM to 6.00 PM on all working days and holidays if required.**
- (xxi) **IN THE EVENT OF FAILURE OF THE COMPANY to fulfill any of its contractual obligations the Client will be entitled, without prejudice to its any other right available to it, to terminate the Annual Maintenance Contract.**
- (xxii) **The Obligations undertaken by the Authorized Signatory on Behalf of the Company shall not be discharged or on any way affected by the extension of time or any indulgence granted by the Client to the Company**

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

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

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