

TERMS & CONDITIONS FOR THE MAINTENANCE CONTRACT OF THE WEP PRINTER Installed in DELHI URBAN SHELTER IMPROVEMENT BOARD.

1. The contracting agency shall truly & faithfully carry out the maintenance job as is done by the service / business houses in proper manner / standard fashion for preventive and comprehensive maintenance of the WEP- 500 Line Printer to the extent of its satisfaction for a period of one year.
2. Depending on the maintenance requirements, the agency shall provide service engineers on call basis as and when required.
3. AMC shall be on-site comprehensive maintenance, which includes preventive as well as corrective maintenance.
4. The firm awarded with the maintenance contract shall carry out preventive maintenance of the equipment once in a month and shall maintain proper record thereof.
 - (i) Cleaning of WeP P7-500 Line Printer.
 - (ii) Lubricating / oiling of mechanical parts.
 - (iii) Checking and fixing of loose connections WeP-P7-500 Line Printer.
 - (iv) Checking for proper earthing of equipments /power supply ,etc
 - (v) Any other activity to keep the WEP – P7-500 Line printer in perfect & desired working condition.
5. AMC Shall cover each and every part of printer including head, plastic body and parts, replacement of any part necessary for keeping the printer active and free of any defects / Disturbance, any unscheduled call for corrective and / or preventive maintains services, taking appropriate measures /steps in time to set right the malfunctioning of the WEP P7 -500 line printer. AMC does not include parts damaged by rats / natural calamities like fire, Water etc. External body of the printer is not covered under AMC.
6. The agency shall provide required tools and test equipments, gadgets and software's to their engineers to run diagnostics at site itself.
7. The comprehensive maintenance shall be carried out primarily at the premises of DUSIB Deptt. of Delhi Govt. on all working days during office hour and beyond that. In case, the service provider feels that the equipment cannot be repaired at site, they will carry & deliver the equipments at their own cost and get it repaired within 24 hours, failing which replacement shall be provided, failing which an amount of Rs 200/- per day shall be charged as penalty.
8. The service provider shall not raise any condition with regard to the working environments including voltage, earthing, action of staff etc for the WEP – P7-500 line matrix printer covered under AMC.
9. The company will ensure 99% uptime for the entire equipments failing which penalty as stated under clause 1.7 shall be imposed.
10. In the event of non satisfactory conduct of maintenance services, Department shall have the right to terminate the maintenance contract on short notice.
11. M/s Wep peripherals shall not assign this agreements or any part there of or any benefit there under without the consent of DUSIB Deptt. of Delhi Govt. to any other party.

12. It is clarified that the equipment is operational under controlled power supply and therefore, the defective equipment shall be rectified /replaced without any additional cost to the departments, in case of short circuit or otherwise.
13. M/S Wep peripherals shall hand over the WEP –P7-500 line printer in good working condition at the expiry of the period of this contract to the succeeding vendor to be appointed by the DUSIB. Handing over/ taking over notes duly signed by the present vendor and the succeeding vendor shall be submitted to the DUSIB before final settlement of accounts with the present vendor.

PERFORMANCE GUARANTEE

14. The firm awarded with the maintenance contract shall deposit a performance guarantee within 20 working days of award of work equal to 10% of the total quote in the form of Bank Guarantee / Banker cheque / Draft in favour of Delhi Urban Shelter Improvement Board valid for a period of 15 months from the date of award of contract. No interest shall be paid on the Security Deposit/Performance Guarantee.
15. In case the contract is awarded, the Earnest Money shall be adjusted with Performance Guarantee / returned. If the agency backs out after the award of contract, the PG would be forfeited and the agency shall be debarred from further tendering in the department for the period of two years. After 3 months of the expiry of AMC, the Performance Guarantee shall be returned to the shortlisted agency.
16. If the successful tenderer does not submit the Performance Guarantee within stipulated period mentioned in the letter of intent / award, the entire amount of the EM shall be forfeited.

CONTRACT PERIOD

17. The agency shall enter into an agreement with department on a non judicial stamp paper of value Rs.100/- within 20 working days of placing the letter of intent / award. However, this agreement shall come into force as soon as work order / award letter is placed by the department.
18. The validity of the contract shall be initially for one year from the date of award of the contract. This can be extended further subject to satisfactory services by the service provider. However, final decision shall rest with the department.
19. The department has the exclusive right to terminate the contract by giving short notice to the firm.
20. The company has to give three months notice in advance before cancellation of the contract. Contravention of the same would lead to forfeiture of Performance Guarantee along with all outstanding dues.

21 Foreclosure of agreement :

In case of work being abandoned by the vendor for continuous period of 15 days, the contract shall be liable to be terminated with a 7 days show cause notice by the department and the performance guarantee and the EM shall be forfeited.

22 **Court:** This contract is subject to the jurisdiction of the NCT of Delhi.

23 **Arbitration:** Any dispute, differences or questions arising at any time between the parties in respect of this agreement or concerning provision herein contained shall be referred within 30 days of such dispute to sole Arbitration of a person appointed by CEO(DUSIB) and the award of the arbitrator shall be final and binding on both the parties.

24. **RATE :**

The vendor should quote the rate as follows :

- (a) AMC of line printer.
- (b) Cost of 2 Nos of ribbons.
- (c) Statutory Taxes, if any, should be mentioned separately in the quote, failing which no taxes shall be paid by the department.

25. PAYMENT TERMS:

25.1 The comprehensive maintenance charges shall be payable to the service provider in four equal quarterly installments and shall be paid on the completion of each quarter of AMC period after deducting penalties, if any. **The agency shall submit the latest preventive maintenance report of the inventory under AMC before release of quarterly payment.**

25.2 Any increase or decrease in taxes, duties or prices of component, etc. will not affect the AMC rates during the entire period of AMC.

26 CEO(DUSIB) reserves the right to accept or reject any or all quotations without assigning any reason.

27. Conditional Tender, non submission of documents mentioned will be rejected without assigning any reason.

DY. DIRECTOR.(SYSTEM),

**Delhi Urban Shelter
Improvement Board**