

CCRT/31014/1/2023

Aug 28,2023

To,

M/S

#### **Notice Inviting Tender**

#### Name of Work: Annual Maintenance Contract (AMC) of Printer & Scanner with Parts at CCRT, HQ Delhi

#### http://ccrtindia.gov.in/

Director, Centre for Cultural Resources and Training, New Delhi invites proposalsfor <u>Annual Maintenance</u> <u>Contract (AMC) of Printer & Scanner with Parts</u> from the reputed and experienced Vendors/Firms dealing in the IT service domain and implementation as per General Terms and Conditions, Specifications and Schedule of work stated in this document.

Tender document and other details can be obtained from our website <u>www.ccrtindia.gov.in</u>. Amendments, if any, will be notified on the above mentioned website. The following is the schedule of events for this tender:

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Ernest Money Deposit (E.M.D) Publishing of Tender Queries to be raised by Last date of submission of tender Date of opening of Technical BIDS Date of opening of Financial BIDS Contact Details Rs.5000/-28thAgust'23 31<sup>st</sup> Aug'2023 11<sup>th</sup> September'2023 till 5.00PM 12<sup>th</sup> September'2023 at 11.00AM Will be informed later Web Manager & IT Supervisor, IT Cell, CCRT, 15-A, Sector - 7, Dwarka, New Delhi - 110075 Telephone: (011) 25309300 Extn: 314 E-mail:-<u>web.ccrt@nic.in</u>



Ref: CCRT/31014/1/2023

# **Request for Proposal for AMC of Printers and Scanners ( with parts)**

Centre for Cultural Resource and Training an autonomous body under Ministry of Culture (herein after referred to as "CCRT") invites sealed proposals from interested Service Providers for the Annual Maintenance Contract (herein after referred to as "The Contract") of various Printers and Scanners ( with parts) installed at its Head Quarter, New Delhi on item rate basis.

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Annexure-A	Proposal Form
Annexure-B	Bidder's profile and other details
Annexure-C	Format of Financial proposal
Annexure-D	Format of Contract
Annexure-E	Format of Call Log
Annexure-F	Format of Call Report
Annexure-G	Format of Permission to take items out of CCRT premises for
	necessary repairs
Annexure-H	Format of User's feedback on the services provided by the vendor

#### The following Annexure are part of the Tender documents:

#### 1. Details of Hardware Assets proposed to be covered under theContract

• The types and quantities of hardware items , proposed to be covered under The Contract are furnished below :

SI.	Name of the	No. of Drinton / Secondar
No.	Printer/Scanner	No. of Printer/ Scanner
1.	HP 2035 LaserJet	01
2.	HP LaserJet 1005 MFP	01
3.	HP LaserJet M1319 MFP	03
4.	HP Printer 3050	02
5.	HP M403dn	01
6.	HP Laser Jet Pro M203d	01
7.	HP LaserJet P 1505	04
8.	HP Printer 3390	01
9.	HP 2015dn LaserJet	04
10.	HP LaserJet P-1007/1008	22
11.	HP M126nw	05
12.	HP Office jet pro 8600 Plus	01
13.	HP Color Printer 2320N	01
14.	HP Color Printer 2025	01
15.	Epson L3110	02
16.	HP Color Jet 516	01
17.	CANON MFP244DW	02
18.	HP Laser Jet MFP329DW	12
	HP Laser Jet WIFP329DW	( 4 Nos ,out of 12 are under warranty till Feb'24)
19.	HP Scan Jet G4050	02
20.	HP Scan Jet N6310	01
21.	HP Scan Jet 3770	01
22.	HP Scan Jet 5590	01
	TOTAL	70



• Based on re-assessment, the number of hardware items may be increased or decreased at the time of the contract or during the period of the Contract which may be included or excluded from the list.

# 2. Eligibility of vendor for participating in the biddingprocess:

- The bidding firm (referred to as 'The Bidder' herein after in this RFP) should be a company registered in India under Indian Companies Act, 1956 or Indian Companies Act 2013.
- The Bidder must have its Branch Office in Delhi.

• TheBiddermusthaveanaverageturnoverofRs.3/-Lakhs (threelakhs only)inthelasttwoFinancialYears (Audited Annual Financial Statement to be submitted asproof).

- The Bidder must have at least <u>three years'</u> experience in providing direct Annual Maintenance Contract support (not through franchisees/sub-contractors) to Financial Banks/Financial Institutions/State or Central Government Departments handling a minimum number of **50 Printers and Scanners**every year. (Copies of work orders issued to the company by major clients during the **last three years shall besubmitted**.)
- Thelocation-wiselistofPrinters and Scanners tobeservicedwill be provided to the bidder who is finally selected for entering into AMC (hereinafter referred to as 'The Successful Bidder' or 'The Contractor' in this RFP) before signing the Contract, so that the condition of the assets can be ascertained bythem.
- The bidder should not have been black-listed by any Public Sector Bank/PSU/GovernmentDepartmentinthepast. **Aself-declarationletterbythebidder**, on the company's letter head should be submitted along with thebid.

# 3. Documents to be submitted with the proposal

- EMDin favor of 'Director CCRT'
- Certificate of Incorporation under Companies Act1956/2013
- Self Attested copy of GST registrationcertificate
- Self Attested copies of Audited Financial statements for the last two years.
- Address and phone number of the Office in Delhi from where the proposed AMC will bemonitored.
- Address of the Directors with mobilenumber.
- Attested copies of the major purchase orders issued to the Bidder in each of the last three financial years (2020-21,2021-22 and 2022-23).
- List of major clients being serviced at present in the followingformat:

		No. of hardy	Whether		
Sl. No.	Name of the client	Computers	Servers	Peripherals	performance certificate enclosed

• Performance certificate from major clients being supported atpresent.



• Aself-declarationfromthebiddertotheeffectthatthecompanyhasnotbeen black-listed by any Public Sector Bank/PSU/Government Department in thepast.

# 4. Instructions / Important points related to preparation and submission of theproposals:

 The proposals shall be submitted in a sealed cover super-scribed as "PROPOSAL FOR AMC of Printers and Scanners ( with parts)", which should contain two separate sealed covers for Technical and Financial Proposals. The contents of each covers are given below.
1."TECHNICALBIDFORAMCOF PRINTERS AND SCANNERS (with parts")

2. "FINANCIAL BIDFOR AMC of Printers and Scanners ( with parts)

- The Bidder should ensure that all the documents listedunder Point No.3' are enclosed in the respectivecovers.
- The envelope titledas TECHNICAL BID should contain all the documents listed under above mentioned point 3 and should NOT contain any Financial offer or information related with thetender.
- Financial Proposal in the format provided in AnnexureC
- Both the Technical and Financial Proposals should be in clear words, categorically mentioning each and every term, rate etc. Any kind of ambiguous / obscure / unclear term may lead to the bid being disqualified. The authorized representative should invariably sign all the pages of the proposals.
- IncasethepersonsigningtheproposalisnottheCEO/ManagingDirectorofthe bidding company, a letter authorizing the Bidder's representative to sign and submit the proposal on itsbehalf.
- The Bidder must quote AMC rate for each item in **AnnexureC.**The rank of The Bidder shall be decided as per the total amount calculated in this manner.
- The bids shall be submitted at the followingaddress:

The Director Centre for Culture and Resource Training (CCRT) Plot No. 15A, Sector 7, Dwarka, New Delhi-110075

#### 5. TERMS of the TENDER

- Any BID without E.M.D will be straightway rejected.
- The Technical proposals will be evaluated as per the specified eligibility criteria. The decision of CCRT with regard to the pre-qualification criteria will be final. The Financial proposals of only those bidders who qualify in the Technical evaluation shall beopened.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy betweentheunitpriceandthetotalpricethatisobtainedbymultiplyingtheunitprice and quantity, the unit price shall prevail, and the total price shall be corrected accordingly. If



the successful bidder does not accept the correction of the errors, its bid will be rejected.

- All the columns against each item should be filled invariably. The rank of The Bidder shall be decided as per the total amount calculated in this manner.
- CCRTreservestherighttoacceptorrejectanyoralltenderwithoutassigningany reason thereof. CCRT's decisions in this regard shall be final andbinding.
- If any time it is found that the information provided by the Bidderis false, CCRT reserves the right to reject such bidders. CCRT's decision in this regard will be final.
- CCRT reserves the right to accept or reject any or all the proposals or split the work to any other Contractor at the time of issuing work order or during the contract period without assigning any reasons for doing so.
- The EMD of unsuccessful bidders shall be returned/ refunded after finalization of the contract without any interest.
- The successful bidder will have to enter into a written contract with CCRT in the format as per **Annexure D** on a **Rs.100**/- Non-judicial stamp paper within 15 days of being declared successful.
- TheSuccessfulBidder,onawardoftheContractwillhavetosubmitabankguarantee equalto**10%**ofthecostofAMC(roundedofftothenearesthundred)amountfroma leading Financial bank with validity up to the end of the contract period plus sixty days, within 15 days of award of theContract.
- Contractamountwillbepaidquarterlyinarrears,lessofapplicablepenalties,on submission of respectiveinvoices along with reports as per annexure H

## 6. IMPORTANT DATES

1.	Last date for submission of the bids	: 11 <sup>th</sup> September 2023 (till 5PM)
2.	Technical BIDS opening date	: 12 <sup>th</sup> September 2023at 11 AM
3.	Financial BIDS opening date	: Will be informed later
4.	BIDS opening location	: CCRTHQ.

- In case of any unforeseen reasons, the date of opening of the BIDS will be postponed to any other convenient date and time, after informing the matter to the bidders throughe-mail.
- For any query on the matter, the bidders may contact over telephone No: 011-25309300

Place: New Delhi Date:

**Director**, CCRT

**ANNEXURE** A



#### **PROPOSAL FORM**

The Director Centre for Culture and Resource Training Plot No. 15A, Sector 7, Dwarka, New Delhi-110075

# **Subject:** Proposal for Annual Maintenance Contract of <u>Printers and Scanners ( with parts) installed at CCRT Delhi.</u>

#### Ref: RFP No: CCRT/31013/1/2023

Having examined the above mentioned Request-for-Proposal Document along with its annexure, we, the undersigned, offer to agree to all the terms and conditions specified by CCRT to execute Annual Maintenance Contract in conformity with the said Proposal documents for the sum specified in our Financial Proposal which is submitted in separate sealed cover along with this Proposal form.

We undertake, if our Proposal is accepted, to execute the Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Request for Proposal cited.

If our Proposal is accepted, we will submit the guarantee of a bank in a sum equivalent to **10%of**theContractPriceforthedueperformanceoftheContract,intheformprescribedby CCRT.

We agree to abide by all the terms and conditions of the RFP document referred above and the rates quoted therein for the orders awarded by CCRT.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptancethereofandyournotificationofaward, shallconstitute abinding Contract between us.

# Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabove contract,wewillstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely "Prevention of Corruption Act1988".

We understand that CCRT has the complete and absolute right to accept or reject any proposal at its sole discretion.

Date:

Place:

Signature of the authorized person withseal



ANNEXURE B

#### **BIDDER'S PROFILE AND OTHER DETAIL**

#### **Part 1: Basic Information**

S. No.	Particulars	Remarks
	Name of the Applicant and address of the Registered office.	
1.	(Addresses and phone numbers of the Directors and the main office in Kerala from where the proposed AMC services will be handled)	
2.	Date of establishment	
3.	Whether the company is Private Ltd. or Proprietary company	
4.	No. of years of experience in computer hardware field	
5.	Yearly turnover of the Organization during last 2 Financial Years: (Enclose copy of audited Balance Sheet of last 2 years)	
6.	Permanent Account No.	
7.	GSTIN	
8.	Whether any civil suit/litigation/arbitration was arisen in the contracts executed by the bidder during the last 5 years?	
	If yes, please furnish the details:	

(Attach a brief profile of the company)

#### Part 2: Work capability and previous experience

List of 5 most important projects of value above Rs. 02 Lakh completed by the Bidder during the last 3 years:

Sr. No	Name of the Project and location	Name & full postal address of the Client. Also indicate whether Govt. or Private body with full postal address.	Contract Amount (Rs.)	Contract period with starting and ending dates		Whether work was left incomplete or contract was
110				Stipulated	Actual	terminated from either side.

Certified that the details furnished above are true and correct to the best of our knowledge and belief.

Date: Place :

#### Signature of the authorized person withseal



ANNEXURE C

#### FORMAT OF FINANCIAL PROPOSAL

(No changes to the format isacceptable)

#### CCRT's RFP Ref: **CCRT/31013/1/20232**

Bidder's Ref: .....

Date:....

Name of the Bidding Company:.....

#### **Rates Offered**

S1. No.	ItemDescription	Qty.	Applica ble HSN/ SAC Code	Unit Rate (Rs.)for AMCwitho	GST Rate (%)	GST Value AMC(Rs.)	TotalValue forAMC(Inclusiv e Tax) (Rs.)
		Α		В	С	D=B+C	E=Ax(B+D)
1.	HP 2035 LaserJet	01					
3.	HP LaserJet M1319 MFP	03					
4.	HP Printer 3050	02					
5.	HP M403dn	01					
6.	HP Laser Jet Pro M203d	01					
7.	HP LaserJet P 1505	04					
8.	HP Printer 3390	01					
9.	HP 2015dn LaserJet	04					
10.	HP LaserJet P-1007/1008	22					
11.	HP M126nw	05					
12.	HP Office jet pro 8600 Plus	01					
13.	HP Color Printer 2320N	01					
14.	HP Color Printer 2025	01					
15.	Epson L3110	02					
16.	HP Color Jet 516	01					
17.	CANON MFP244DW	02					
18.	HP Laser Jet MFP329DW	12					
19.	HP Scan Jet G4050	02					
20.	HP Scan Jet N6310	01					
21.	HP Scan Jet 3770	01					
22.	HP Scan Jet 5590	01					

Total AMC Value in words (Rupees .....only)

Date:

Place :

#### Signature of the authorized person withseal



#### FORMAT OF CONTRACT FOR MAINTENANCE OF PRINTERS AND SCANNERS (with parts)

THIS CONTRACT made this \_\_\_\_\_\_dayof\_\_\_\_\_2023 BETWEEN CCRT an autonomous body under Ministry of Culture its Head Office at Plot No. 15A, Sector 7, Dwarka, New Delhi-110075, India (hereinafter referred to as "CCRT"), which expression shall include its successors and assignsand\_\_\_\_\_\_\_(hereinafter called "The Contractor") which expression shall include its successors and assigns.

WHEREASTheContractorhasagreedtoprovideand CCRT hasagreedtoacceptfromThe Contractor, repair and maintenance service for Printers and Scanners (hereinafter called Equipment) listed in Annexure – A to C,hereto as amended from time to time, subject to CCRT paying charges to The Contractor on the terms and conditions specified hereunder.

In consideration of the contract, it is agreed between the parties as below:

Thiscontractwillbevalidfortheperiod**from the date of Start of Contract conforming** to clause 1.1 herein (herein after referred to as "The ContractPeriod").

As on date of contract, the contract is valuedforRs. inclusiveof all taxes (in words) Rupees \_ except GST which shall be payable over and above the contracted amount at the applicable rates.TheliabilityofremittingtheGSTinaccordancewiththeextantguidelineswillvestwith The Contractor. The applicable GST shall be duly mentioned in theinvoices.

The list of hardware forms an integral part of this contract.

The number of hardware items may be increased or decreased during The Contract Period whichmaybeincludedorexcludedfromthelistandthelocationoftheequipment'smayalso bechanged.Theratequotedwillalsobeapplicablefortheitemsincludedorexcludedduring The ContractPeriod.

#### **1.** COMMENCEMENT AND TERM:

- i. The Annual Maintenance Contract will be valid for a period of one year from the start date of the contract. It shall, however, be extended for maximum 2 years at the same rates and conditions as per satisfactory services rendered by the Contractor at the sole discretion of CCRT.
- ii. Uponterminationofthecontract, eachparty shall for thwith return to the other all papers, material and other properties of the other held by each during the subsistence period of the contract. In addition each party will assist the other party in the orderly termination of this contract on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of eachparty.
- iii. Individual items of equipment, and repair and maintenance service charge for such Equipment, may be added to or withdrawn from the Contract by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of



equipment are added to the Contract, it may involve additional maintenance charges. In the event that individual items of Equipment are withdrawn from the Contract, as described herein, then any monies prepaid on such Equipment shall be held to the credit of CCRT's.

#### **2.** CHARGES:

- i. The charges payable by CCRT to The Contractor for the repair and maintenance services described herein are indicated in Annexure- A to C and unless provided for elsewhere herein, no additional charges shall be claimed by TheContractor.
- ii. The Contractor shall duly submit to CCRT their invoice(s) for payments in accordance with theCONTRACT.
- iii. The AMC charges will be released on quarterly basis, subject to The Contractor submitting to our office, `Satisfactory Service Reports' from all the departments and no advance payment shall be made by CCRT.
- iv. CCRT may decide to add or remove certain computers or peripherals from the AMC at any point of time during the Contract. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during The Contract Period will be calculated on pro-ratabasis.
- v. The Contractor, shall, during the currency of the contract will not increase the charges. TheannualmaintenancecostshallbepaidinQuarterlyinstallmentswithinthirty(30)days from the date of completion of respective Quarter or submission of invoice whichever is later, subject to satisfactory services rendered, and from the date of AMC at the rates indicated incontract.
- vi. The invoices for AMC shall be inclusive of all GST which shall be payable at the extant rates as notified by the Government from time totime.
- vii. In case The Contractor is not able to accept the contract after it is awarded to it or if it is notabletodotheworkto CCRT'ssatisfactionafteracceptingthecontract,hewillbe liable to pay damages to CCRT including the extra rate, which CCRT will have to pay to any other vendor for getting such workdone.
- viii. The above act (2.vii) of backing out would automatically debar The Contractor from any further dealings with CCRT.

#### **3** REPAIR AND MAINTENANCESERVICE:

DuringthetermoftheCONTRACT,TheContractorshallmaintaintheEquipmentinperfect working order and condition and for this purpose will provide the following repairs and maintenanceservice:

a) The Contractor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during CCRT's working hours i.e.from 09.00 a.m. to 5.00 p.m. on working days (other than government holidays). In cases where unserviceable parts of the Equipment need replacementTheContractorshallreplacesuchparts,atnoextracostto CCRT,with



brand new parts or those equivalent to new parts in performance.

- b) The Contractor has to agree that special arrangements may be made by CCRT to havesuchmaintenanceserviceprovidedoutsidethehoursspecifiedin3.1(a)insuch event no extra charges shall be payable by CCRT to theContractor.
- c) The Contractor shall provide repair and maintenance service. The maximum response time for a maintenance complaint (i.e. time required for The Contractor maintenance engineerstoreportto CCRTafterarequestcallismade) shall not exceed 24 hours from the receipt of such communication.
- d) TheContractorshallensurethatfaultsandfailuresintimatedby CCRTasabove are set right within 24 hours of diagnosis of the problem if any part is to be replaced.
- e) AllengineeringchangesgenerallyadoptedhereinafterbyTheContractorforequipment similar to that covered by this Contract, shall be made to the Equipment at no cost to CCRT.
- f) Preventive Maintenance: The Contractor shall conduct Preventive Maintenance (includingbutnotlimitedtoinspection,testing,satisfactoryexecutionofalldiagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repairing of the Equipment) once within the first 15 days of the commencement of The Contract Period and once within the first fifteen days of every subsequent quarter during the currency of this CONTRACT on a day and time to be mutually agreed upon. Notwithstanding the foregoing, The Contractor recognizes CCRT's operational needs and agrees that CCRT shall have the right to requireThe Contractor to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working daysthereafter.
- g) All repair and maintenance services described herein shall be performed by qualified maintenance engineers of The Contractor who are well familiar with the Equipment.
- h) The Contractor shall not outsource any activity comes under the scope of this contract.
- i) The Contractor shall ensure that the service engineers shall invariably produce identity card issued by The Contractor at the time of dealing with Equipment at CCRT'ssite.
- j) TheContractorshallmaintainat CCRT'ssite,awrittenmaintenanceandrepairlog; and shall record therein each incident of Equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performedontheEquipmenttogetherwithadescriptionofthemalfunctionorthecause for work, by description of the malfunction. CCRT shall use the same log for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to The Contractor.

Any worn out or defective parts withdrawn from the Equipment and replaced by The Contractor shall become the property of The Contractor and if CCRT pays for the replaced part, the same shall become the property of CCRT; AND the parts replacing the withdrawn parts shall become the property of CCRT.

No term or provision hereof shall be deemed waived and no breach excused, unlesssuch waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the either, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequentbreach.



TheContractorwillaccomplishpreventiveandbreakdownmaintenanceactivitiestoensure that the entire hardware performs without defect or interruption for at **least 99% uptime** for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than aday,TheContractorshalleitherrepairthedefectiveunitwithin48hoursorimmediately replace the defective unit or provide a standby with equal configuration at its own cost. The Contractor will respond to complaint within two (2) hours and visit site & commence repair work on the equipment within 24 hours of being notified of equipment malfunction if it is at location of service centre and within 48 hoursotherwise.

#### 4. PENALTY

> It is expected that the average downtime of an item will be less than half the maximum down time as mentioned in clause. In case an item is not usable beyond the stipulatedmaximum downtime, The Contractor will be required to arrange for an immediate replacement of the same until it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of 3% of AMC rate of the particular item per day per item until the issue is resolved. The penalty per instance is subjected to a maximum of the AMC charges payable to within the item during The Contract Period: the overallceilingof10% oftotal AMC costduring The Contract Period. The amount of penalty willberecovered from The Contractor from annual maintenance charges/deposit given by Vendor and/or by lodging a claim against The Contractor, as the case may be. In the event and the contractor of the contract of the contractofannualmaintenancechargesnotsufficienttosetofftheliabilityofTheContractorunder thishead CCRTshallbeatlibertytoproceedlegallyagainstTheContractorforrecovery of the balance amount as may beadvised.



#### 5. SCOPE OFWORK

- Thecontractwillbeoncomprehensiveonsitebasisinclusiveofrepairsandreplacement of spare parts including all plastic parts, without any extrapayment.
- TheContractorwillberequiredtoprovidemaintenancefor the relevant Software ( like Drivers/updates) for the printers, scanners as per requirement.
- Replacement of parts will be at The Contractor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their office and should provide replacement parts within a reasonable period and in no case more than 03 working days.

#### 6. FORCE MAJEURE:

Neither PARTY shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in Indiaorelsewhere)forcemajeure.ActofGod,oranygovernmentalact,fire,earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned events shall preclude The Contractor from meeting any or all of its obligations hereunder, for aperiod of more than 3 months, from the date of occurrence of such event, it shall be open to either party to rescind this contract by giving 1 months'notice.

#### 7. SUBCONTRACTING

The Contractor will not subcontract or permit anyone other than The Contractor's personnel to perform any of the work, services or other performance required of The Contractor.

#### 8. EQUIPMENTATTACHMENTS

CCRT shall have the right to make changes and attachments to the Equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase The Contractor's cost of performing repair and maintenanceservice

#### 9. SECURITY

- > The Contractor and its personnel shall at all times comply with all security regulations in effect from time to time at CCRT's premises and externally for materials belonging CCRT.
- The Contractor shall not copy any software, document or data existing on the hardware or indulge in any other act which may cause malicious damage to the systems. Violation of the same is liable to attract penalty/punishment under IT Act 2000 as amended from time to time.
- The Contractor shall perform entire work of maintenance/ repairs under the supervision of CCRT's staff unless permittedotherwise.

#### **10. CONFIDENTIALITY:**



The Contractor has to acknowledge that all material and information which has or will  $\geq$ comeintoitspossessionorknowledgeinconnectionwiththeContractortheperformance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to CCRT will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of the Contract to release it only to employees requiring such information, and notto release or and disclose it to any other party. The Contractor shall take appropriateactionwithrespecttoitsemployeesto ensurethattheobligationsofnon-use and nondisclosure of confidential information under this Contract are fullysatisfied.

#### **11. LIABILITY ANDINDEMNITIES:**

- The Contractor represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The Contractor agrees that it will, and hereby doth, indemnify CCRT from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of thiswarranty.
- Notwithstanding anything contained herein, CCRT shall not be liable for any loss/compensation/damages, etc. whatsoever in connection with/relating to the accident/injury/death of any employee of the Company who is/are deputed for any Maintenance/service under this contract either in the premises of CCRT orelsewhere.

#### **12. BUSINESSTERMINATION:**

In the event that The Contractor shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of right of creditors, then (at the option of CCRT notwithstanding clause 1.1 of the Contract) this Contract shall forthwithstand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned toit.

#### **13. TERMINATION OF THISCONTRACT:**

- > The Contract may be terminated by either party in any of the followingcircumstances:
- a) Under the provision of clause 1.1 of this Contract, unless renewed further at the sole discretion of CCRT.
- b) If CCRT does not make payments due to The Contractor under this Contract in terms of clauses 2.1 and 2.2above.
- c) If The Contractor does not agree to make necessary changes in the amount payable by CCRT as per provisions of clause 2.4 of this Contract.
- d) If The Contractor does not carry out its obligations under the provision of clause5.
- e) Under the provision of clause No. 12 of thisContract.
- f) By giving one month notice of such termination to the other by either of the parties to this Contract.
- 14. GENERAL:



- > Marginal notes and headings are for guidance only and are not intended to be read or construed as part of thisContract.
- > No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of bothparties.
- > Each party warrants and guarantees that it has full power and authority to enter into andperformthisContract, and the person signing thisContract on behalf of each has been properly authorized and empowered to execute this Contract. Each party further acknowledges that it has read and understood this Contract and agrees to be bound byit.
- > Words imparting the singular include the plural and viceversa.

#### **15. TERMS OF INVOICES SUBMITTED BY THECONTRACTOR:**

> The Contractor shall submit to CCRT their invoices for payment of the above periodical charges on completion of each quarter during the term of the Contract. Such invoices shall be payable by CCRT within 30 days of receipts. (Subject to the provision of clause 4.1 of the Contract).

#### 16. The instruction/ General Terms and Condition of NIT will also part of contract.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ABOVE MENTIONED DATE.

Signature and Seal

In capacityof \_\_\_\_\_\_(Designation)

of M/s \_\_\_\_\_\_ (TheContractor)

AND

The Director CCRT \_\_\_\_\_



#### FORMAT OF THE DAILY CALL STATUS REPORT TO BE SUBMITTED IN SOFT FORM TO CCRT BY

#### THE CONTRACTOR

	CALL LOGGING DETAILS						CALL CLOSING STATUS				
Call No.	Date: Call logged in	Time: Call logged in	Logged by	Department	S. No. of the unit	Problem Reported	Date: Attended on	Time: Attended on	Date: Call closed on	Time: Call closed on	Fault analysis



# PRINTERS/SCANNERSBREAKDOWN CALL REPORT AMC Vendor: (Name and address of the vendor)

Call report Dt.	Call report time	CALL NO.
Call closed Dt.	Call closed time	

Printer S.No.	Problem Reported
Model No.	
S.No. Given By IT CELL	
User	
Department	
Name of the IT Cell	
Engr. for this call	Name of the Vendor's
-	Engr. for this call

LOG SHEET (to be filled by the Vendor's Engineer)							
Date	Time	Analysis and action taken	Catagory	Details of the	Status		
			Service/part	parts replaced			
			broken				

Printer is working fine Da	ate	Time	
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	Vendor's Engr.	IT Cell Engr	User
Name			
Sign			



#### ANNEXURE G

## PERMISSION REQUEST TO TAKE PRINTERS/SCANNERS PARTS OFFSITE FOR REPAIRS AMC Vendor( Name and address of the vendor )

Call report Dt.	Call report time	CALL NO.
•	-	

Printer S.No.	Problem	Reported
Model No.		
S.No. Given By IT CELL		
User		
Department		
Name of the IT Cell	Name of the Vendor's for	
Engr. for this call	this call	

Standby Printer	given( \	Y/N/Status):

Part Description (required to be taken to Vendor's workshops)	Reason for off site repair	Request Date	Expecte d date of return	Appro ximat e cost of the part	Signat ures of Vend or's Engr.	Signat ures of IT Cell Engr.	Part rcd back on	Signat ures of IT Cell Engr.
Approved On	Approved By	Approved on File No.		Gate Pass No.	Gate Pass Dt.	Remarks		



USERS' FEEDBACK ON PRINTERS/SCANNERS MAINTENANCE SERVICES					
AMC Vendor: ( Name& Address of the vendor)					
Feedback for the periodFrom:To:					

S.No.	Feedback given by			Rating (Excellent/Good/Average/Poor)
5.110.	Name Designat		Department	

Date:	For (Vendor)	For CCRT
Name		
Designation		
Signatures		