ANNEXURE-I

Scope of work and Commercial terms & conditions for FSMA (Full Service Maintenance Agreement) of 5 Nos. Multifunction Printer Xerox 5019 installed in EPI, New Delhi

Scope of Work:

1. FSMA will include smooth functioning of the 5 Nos. Xerox 5019 Printer during the operation of the contract.

2. The Contractor will physically inspect all the hardware of the printer to be covered under FSMA and submit detailed hardware configuration report of each equipment before taking charge of commencement of FSMA. At the end of the duration of FSMA, the contractor shall hand over complete hardware in good working condition and shall replace the faulty parts if any.

3. Machine down time should not be more than 24 hours from the time of report of fault. Otherwise the contractor shall provide similar standby equipment in the good working condition.

4. The contractor shall indemnify and keep EPI's Office harmless of all claims arising under or by reason of this contract, if such claims resulting from the fault and /or negligence or willful acts or omission of the Contractor or his employees deputed to EPI's Office.

5. Spare parts supplied by contractor in lieu of irreparable components should be brand new/original make of OEM for giving satisfactory performance. Used/repaired spare parts will not be accepted.

6. If systems/sub-systems is required to be taken out of EPI's office for repairing, then a stand-by system/Sub-system of the similar configuration and quality acceptable to concerned officer of EPI will be provided on returnable basis. Contractor will be responsible for transportation and delivery of systems/subsystems. Such hardware under repair should be repaired and returned to the satisfaction of end user /IT Division within a period of maximum ten days.

7. Contractor should provide the following type of services during the currency of the FSMA.
   - Preventive maintenance once in a month
   - Corrective maintenance as and when required by EPI
   - Software services for system operations as and when required by EPI.

8. Contractor shall not sublet the jobs to any outside agency including their franchisee except the OEM.

9. EPI can terminate the contract at any time by giving one-month prior notice to the contractor in writing without any compensation.

10. The EMD submitted by the successful bidder shall be returned on submission of Security Deposit of 5% of the total order value in the form of demand draft which shall be refunded to him within one month of the settlement of final bill.
11. FSMA would be comprehensive i.e., including cost of new/original spares for proper functioning of all systems and sub-systems, software, software upgradation & hardware. If any part gives repeated problems i.e., two repairs in a maximum period of one month time then it must be replaced immediately by the contractor with an original new one at its own cost.

12. Payment shall be made quarterly at the end of each quarter on providing satisfactory services certified by the IT Division of EPI. No advance payment will be made.

13. The quarterly bills for FSMA shall be submitted in duplicate along with copies of service reports or month-wise MIS reports maintained by the Contractor. The service reports are to be signed by the user of multi-function printer as well as by the concerned officer of IT Division of EPI.

14. If the contractor is not able to rectify the fault within the stipulated period of maximum ten days then EPI can get it rectified from the other source at the risk and cost of the contractor.

15. The penalty/repair charges, if any, incurred by EPI as per clause 14 shall be deducted by this office from the quarterly bill of the Contractor.

16. The vendor shall undertake the maintenance job on "as is where basis is".

17. The work shall be undertaken with modern gadgets and to the entire satisfaction of the official/officer concerned.

18. All preventive and safety measures shall be taken by Contractor to ensure that no damage to material and equipment takes place during the course of performing their duties. Damages, if any, caused by the contractor shall be recovered from the security deposit or deducted from the bills raised by the contractor.

19. The Contractor shall not, at any stage, cause or permit any nuisance at the premises of EPI or do anything which may cause unnecessary/disturbance or inconvenience to others.

20. Taxes will be deducted at source as per rules applicable.

21. The contract shall be for a period of one year starting from the date of acceptance of work order which may be extended further for one year to be renewed annually, if services are found satisfactory at the sole discretion of EPI at the same price, terms and conditions.

22. Any dispute arising out of contract shall be referred to CMD-EPI or his nominee whose decision shall be final and binding on the both parties.

23. Price to be quoted to be all inclusive and shall remain firm during the currency of FSMA. All spare parts and consumables like drum, toner etc. shall be covered under FSMA. No extra payment shall be admissible on any account what so ever.