

**TENDER FLOATED FOR SUPPLY OF TWO MULTIFUNCTION
MACHINES/PRODUCTION MACHINES, A3 SIZE, 120 CPM**

**AUTHORISATION CERTIFICATE IN RESPECT OF AFTER SALE
SERVICE / MAINTENANCE OF MACHINES**

From

M/S.....
.....

To

**The Director
General Procurement Branch
Lok Sabha Secretariat
408, Parliament House Annexe
New Delhi – 110001**

Sir,

I/We having read and understood the contents of the bid document no. GEM/2020/B/714120 dated 17.07.2020 & subsequent corrigendum floated on GeM and specimen service agreement uploaded onto official website of Lok Sabha- www.loksabha.nic.in, authorize M/s. address to provide after sale services under **Full Service Maintenance Agreement (FSMA)** in respect of two Multifunction Machines/Production Machines, A3 size,CPM, make (also mention model) @ Rs.....plus GST as applicable (per copy charges) and as terms and conditions of the tender (under quotation) throughout the life of the Machines, i.e.,impressions or years (whichever is earlier).

2. I/We(name of manufacturer) will be responsible for arranging / providing the after sale service under FSMA with same rates and terms & conditions agreed upon under quotation and agreement in case the dealership of service provider firm / dealer is terminated / cancelled by the manufacturer, i.e., M/s. (name of the manufacturer) or the Lok Sabha Secretariat terminate the services of the service provider / dealer on account of poor services, supplying substandard cartridges/inks/any part of the machines or tempering of meter readings of the machines, etc.

Yours faithfully,

(Signature of authorized signatory)
Name, Designation with seal and date.

SPECIMEN AGREEMENT IN RESPECT OF AFTER SALE SERVICE

To be executed at the time purchase of machine. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

The Agreement is made on this.....day of, 2020 between.....
.....(Name & Address of the Firm) hereinafter referred to as "Service Provider" of the one part and Lok Sabha Secretariat (LSS), Sansad Marg, New Delhi -110001 hereinafter referred to as the other part for Full Service Maintenance Agreement (FSMA) for(make & model of Machine,Copy Per Minutes, Sl. No.....

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

1. The "Service Provider" agrees to carry out maintenance of Lok Sabha Secretariat's Machine, for(make & model of Machine,Copy Per Minutes, Sl. No.....to keep it in operational condition and to carry out periodic servicing/cleaning, repair of all minor and major components and replacement of parts for proper functioning of Machines at the rate Rs.....per copy plus Taxes as per Govt. Policy.
2. The Comprehensive Maintenance Job will include the following:
 - (a) Serviceability of Machine at 100% satisfaction level.
 - (b) Maintenance of Machine includes periodic servicing/cleaning, repair of all minor and major components and replacement of parts.
 - (c) Provision of toner/ink, developer, drum, labour, software, etc., by the Service Provider, free of cost, in case exhausted.For the above jobs, payments will be made to firms on per copy basis.
3. The Full Service Maintenance Contract for maintenance of Machine shall be for a period ofyears from the date of installation orLakh Printouts/Impression, whichever is earlier (life of the machine quoted by bidder) up to
4. The FSMA Agreement will be applicable from the date of completion of Warranty/Guarantee Period or completion of free initial offered (whichever is earlier).
5. The "Service Provider" is responsible for maintaining Machine installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe, Parliament House Annexe Extension Building & Parliament Library Building) and other offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.) in a perfectly working condition during the entire Contract period and in case any part/parts of the Machine is/are required to be replaced for proper

functioning of Machine, the same shall be replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the "Service Provider" free of cost. However, the cost of physically damaged parts/damages to the cables caused by rodents will be borne by the Lok Sabha Secretariat.

6. Machines under FSMA shall be repaired with genuine spare parts free of cost and no payment for replacement of Spare Parts will be made. Machine (s) must be kept neat and clean by the Service Provider during the Service Contract.

7. In no case duplicate spare parts and refilled toners/inks be supplied. If any item is found to be substandard (inferior quality)/substitute/refilled, the same will be rejected and any loss caused to the machine due to such spares / toners/inks shall be recovered from the firm and FSMA bill will not be paid and the bidder also will be liable for appropriate action.

8. In the event of any or part of systems covered under FSMA to be taken to workshop for repair, etc., the Service Provider should also provide appropriate Stand-by System so as to ensure that work of the user concerned is not hindered.

9. The Service Provider should ensure that all the complaints are attended to by the Service Engineers immediately. The complaint calls received directly from the users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The Service Provider shall attend to complaint within 24 hours of lodging the complaint during non session and within 4 hours of lodging the complaint during Parliament Session.

10. In case, Machine (s) remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the Service Provider or its Service Engineers, a deduction of Rs. 50/-per day and per Machine will be made towards penalty from out of the Contractual Charges payable for the maintenance, etc.

11. Should any need or eventuality arise, this Secretariat may take services of Engineers of the Service Provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.

12. For the regular and proper maintenance/upkeep of the Machine (s) and for instantaneously attending to the complaints received from this Secretariat, the Service Provider shall have to depute to this Secretariat at least one well-qualified Service Engineer having adequate knowledge and wider experience in the relevant field on regular basis.

13. That the selected Service Provider will undertake service/maintenance of the machine in the presence of the user at the location /site of the machine and provide a copy of call report to the user after getting his/her signature on it indicating the details of the spares replaced and the service provided by the engineer.

14. That the Service Provider shall also provide functional mobile phones to the Service Engineers for contact and urgent communications.
15. That the Service Provider should have establishment such as office space, adequate human resources such as Service Engineers/ technical staff, etc.
16. That the "Service Provider" shall maintain service log book / file containing Maintenance Report in respect of Machine (s) and get it signed from the user Officer in certification of having carried out service/repairs and attended complaints, if any.
17. That the Contractual Charges payable for the maintenance of Machine(s) shall be released on quarterly/half yearly basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre-receipted bill/invoice of its claim along with meter reading and service report duly signed and certified by the User Officer after completion of every quarter/half –yearly basis.
18. One per cent (1%) wastage will be deducted on net billable copies.
19. That "Service Provider" shall charge GST, if any, as applicable in accordance with Orders issued by the Central/State Government and in case of any overcharging of taxes, the same shall be adjusted from payments due to them apart from taking action as mentioned in the Tender Document for wrong information, etc.
20. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights , duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.
21. That an appropriate action will be taken in case the Service Provider fails to undertake the contract work, as per the work orders and as per the terms and conditions given in bid document during the currency of the contract including the extended period, if any.
22. In case the service provider is found breaching any terms and conditions at any stage or the services of the service provider is not up to the satisfaction of the Purchaser, the FSMA may be terminated and the firm shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited. The decision of the Purchaser shall be final in this regard.
23. FSMA contract is not transferable.

24. That the Terms and Conditions of Bid Document, Corrigendum, if any, etc., shall also form part of the Agreement. That the Service Provider acknowledges that he has fully acquainted him with all the Terms and Conditions and he shall not plead ignorance of the same. In witness whereof, the Contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
the Lok Sabha Secretariat(LSS)

Signature of the authorized official
of Company/Firm Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Signature:

Signature: