

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687792152375

अनुबंध तिथि | Contract Generated Date : 06-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4839650](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्रृष्ठा   Type :	Central Government	पद   Designation : Tax Assistant
मंत्रालय   Ministry :	Ministry of Finance	संपर्क नंबर   Contact No. : 0291-2553332-
विभाग   Department :	Department of Revenue	ईमेल आईडी   Email ID : <a href="mailto:buycon505.cbdtc.rj@gembuyer.in">buycon505.cbdtc.rj@gembuyer.in</a>
संगठन का नाम   Organisation Name :	Central Board of Direct Taxes (CBDT)	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone:	PCIT Central Rajasthan Jaipur	पता   Address : Room No.21, Aayakar Bhawan, Paota C Road, Lal Maidan, Jodhpur, Jodhpur, RAJASTHAN-342010, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	Yes
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	Pr.CIT(Central), Jaipur
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Pr.CIT(Central), Jaipur
	Role: DDO भुगतान का तरीका   Payment Mode: PFMS पद   Designation : Dy Commissioner of Income Tax ईमेल आईडी   Email ID : <a href="mailto:acitddo.central-jod@gov.in">acitddo.central-jod@gov.in</a> जीएसटीआईएन   GSTIN : - पता   Address: Room No.21, Aayakar Bhawan, Paota C Road, Lal Maidan, Jodhpur, Jodhpur, RAJASTHAN-342010, India

क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 0291-2553332- ईमेल आईडी : <a href="mailto:buycon505.cbdtc.rj@gembuyer.in">buycon505.cbdtc.rj@gembuyer.in</a> जीएसटीआईएन   GSTIN : - पता   Address : Room No.21, Aayakar Bhawan, Paota C Road, Lal Maidan, Jodhpur, Jodhpur, RAJASTHAN-342010, India	Full Service and Maintenance Contracts of Photocopier Machine - Konica Minolta; OEM Authorised Service Provider; Paper to be provider by Buyer; Tonner/Cartridge to be provider by Service Provider.; Not Applicable; Not Applicable; Not Applicable; 1; N..

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	WB9E210002044339
कंपनी का नाम   Company Name :	YASH INDIA CORPORATION
संपर्क नंबर   Contact No. :	09829037006
ईमेल आईडी   Email ID :	<a href="mailto:yashindiacorp@gmail.com">yashindiacorp@gmail.com</a>
पता   Address :	PLOT NO. 1/1-2, YASH INDIA CORPORATION, ABOVE PUNJAB NATIONAL BANK, MADHUBAN MAIN ROAD, Jodhpur, RAJASTHAN-342005, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-RJ-22-0005338
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN :	08AJRPD1511F1ZK (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण   Service Details					
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 13-Jun-2024		सेवा समाप्ति तिथि   Service End Date : 12-Jun-2026			
श्रेणी नाम   Category Name : Full Service and Maintenance Contracts of Photocopier Machine					
बिलिंग चक्र   Billing Cycle: monthly					
विवरण   Description		Estimated Number of Pages per Month to be Copied including all machines.	Price per 100 Page (including all repairs, servicing, spare item, preventive checkup, routine checkup, consumables & Cost of manpower if any))		
Colour	Monochrome				
Paper Thickness in GSM	Not Applicable				
Amc Category	Multifunction Machines MFM				
Brand Paper	Not Applicable				
Tonner/Cartridge Required	Tonner/Cartridge to be provider by Service Provider.				
Amc Brand	Konica Minolta				
	Paper to be provider by				

Paper	Buyer		
Size of the Paper	Not Applicable	15,000	44
Age of Machine (in Years)	1		
Status Of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Periodicity of Preventive Maintenance Services	Monthly		
Number of Onsite Service Engineers Requirement	Not Required		
Number of Machines to be served	1		
Number of Months during the Contract Period	24		

#### कुल राशि (सूची) | Total Amount (Formula) :

( Price per 100 Page (including all repairs, servicing, spare item, preventive checkup, routine checkup, consumables & Cost of manpower if any))\*Number of Months during the Contract Period\*Estimated Number of Pages per Month to be Copied including all machines./100 )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	158400
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	158400
<b>अनुबंध की राशि  Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)	158400

मूल्य विभाजन की पेशकश की| Price Break up offered : [प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक](#) | [Price Break up offered Document link](#)

#### एसएलए विवरण| SLA Details

#### SERVICES STC

#### SPECIAL TERMS AND CONDITIONS (STC) FOR FULL SERVICE AND MAINTENANCE CONTRACT PHOTOCOPIER MACHINE

1. PREAMBLE: The Full Service and Maintenance Contracts for Photocopier Machine placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service.
3. BID / Reverse Auction specific ATC.

#### Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service Specific STC which shall supersede the GTC, whenever there are any conflicting provisions. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

#### 2. Agreement Overview

This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Full Service Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

#### 3. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
2. Present a clear, concise and measurable description of service provision to the Buyer.
3. Depict Terms and Conditions for all the involved stakeholders.
3. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
4. The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

#### 4. Stakeholders

Following are the stakeholders associated with this agreement:

- Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the Contract.

#### 5. Scope of the FSCM Services

The contract shall be on comprehensive basis, inclusive of repairs and maintenance, replacement of spare parts and supply of consumables like drums/toners etc. as per the specification selected by the buyer. The FSCM Service Provider shall carry out preventive maintenance Services as per schedule indicated in bid document. If nothing indicated PMS will be done once in at three months during the term of the contract. The scope of Full Service Maintenance Contract covers upkeep and smooth working of the equipment and supply of consumables as desired by the buyer within the premises of user department as per provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services of the equipment as per bench marked maintenance practices / OEM manuals and to provide efficient engineering services in the user's premises as desired by the buyer. Continuous efforts should be made by service

provider to minimise the down time of the equipment as a part of the duties of the service provider agency. The service provider shall ensure that all equipments are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Full Service and Maintenance Contract include all parts of the equipment including consumables as desired. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual.

Full Service and Maintenance Contract would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)
4. Supply of consumables.

#### **Buyer Obligations**

1. Buyer shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
4. Reasonable availability of Buyer representative(s) when resolving a service-related incident or request.
5. The Buyer shall be accountable to the Service Provider for all reprographic supplies left with the Buyer, who shall ensure that such supplies are used for the equipments covered under this agreement.
6. The Buyer shall ensure that area has electrical outlets and steady power supply with exclusive dedicated plug and access way etc for installation, passages. The Buyer is deemed to be in compliance with government imposed safety requirements.
7. The Buyer shall ensure that all key operators carry out their duties properly and operate the equipment in accordance with the operating manual provided to them.
8. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

#### **Service Provider Obligations**

1. The Service Provider would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipment's to be maintained in a separate register along with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under the FSMA, the Service Provider will have to make changes in record accordingly. Designated Officer in charge would assist the firm in this task and ensure this to be done under his supervision.
2. Service Provider should deploy technically competent service engineer/ engineers intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the agreement period. No separate cost will be paid for this technical manpower and service provider will include the cost for this technical manpower in the per page cost quoted by them.
3. Telephone / E-mail support. Complaints can be registered either telephonically or by e-mail provided by Service Provider. For this Service Provider should provide a telephone/mobile number and monitored e-mail for registration of complaint/breakdown calls. Complaints can be registered by any representative of the buyer by quoting this agreement and providing details of the photocopier machine (i.e. Model, Serial No and location). Proper record of the registered complaints should be maintained by the Service Provider
4. The Service Provider is required to maintain the log sheet which will include number of services provided during the period with dates and part of the equipment got repaired or replaced, with its proper model number, serial number and any other necessary detail. Monthly call logged and resolution data in pdf/excel format is to be provided to the buyer. The Service Provider shall maintain log sheet as per the format agreed with the buyer.
5. The Service Provider should use suitable instruments / tools to examine and repair the equipment.
6. The Service Provider must fulfil the requirement of number of preventative maintenance services.
7. The Service Provider shall ensure response times associated with service-related incidents.
8. The Service Provider shall give appropriate notification to buyer for all scheduled maintenance.
9. The Service Provider will maintain the confidentiality of data. The Service Provider will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.

#### **Special Terms and Conditions**

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The full service maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any exists at time of bidding ), make & model to enable the service provider to quote.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose with the current status of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The FSMC shall be carried out during office hours, primarily at the premises as specified in the order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity loss. Under such circumstances Service Provider would reimburse the cost of such arrangements.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies/consumables used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively, OEM authorised parts/components/sub-assemblies shall be used for repair/replacement by the service provider.

Post contract award, service provider shall provide the escalation matrix and call logging mechanism for complain resolution.

#### Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours for replacement/ deployment of consumables and when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours. Some quantity of routinely required spares/consumables may be stocked in the buyers/user's premise.

1. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired by or part replaced by other authorised / suitable service provider and the cost and expenditure incurred therein shall be recoverable from the service provider

#### System Uptime

The breakdown time will be worked out as under: -

**Total Machine's Days(X)** = (NO of equipment under FSMC) \* No. of working day.

**Breakdowns (Y)** = Cumulative Sum of idle duration of all the equipment under FSMC on working days.

Percentage uptime =  $(X-Y)/X * 100$ .

**The service provider shall ensure minimum 95% uptime.**

#### Payment Terms

The payment will be made to FSMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer. Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on monthly basis (if the services are satisfactory) on submission of bill by the Service Provider on completion of each month after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the FSMC rates during the entire period of FSMC; no difference shall be paid or claimed as a result of the above.

#### Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or service provider / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

#### Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance onwards
1	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	0.5% of the billed amount	1% of the billed amount
2	Breakdown of systems due to improper handling by service provider personnel	Zero	NA	1% of billed amount	2% of billed amount
3	Non Delivery of FSMC services for one week	Zero	NA	1% contract value	2% of Contract value/Termination of contract
4	Failure to deliver consumables on time	On time	Within 1 days (24 hours) of scheduled date	1% of billed amount	2% of billed amount
5	Ordinary Repair	On time	4 hours from time of complain	1% of billed amount	2% of billed amount
6	System Uptime	100%	95%	1% of billed amount	2% of billed amount

Service Level Agreement      Base Line Performance      Lower Performance      Penalty

Delay in carrying out FSMC as per schedule	No Delay	Within 2 days (48 hours) of scheduled date	1% of billed amount for each additional day up to 7days.	After 7 Days the contract is liable to get terminated.
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#### अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

- Scope of Work :** The scope of work shall include preventive maintenance visits, supply of toner, Drum, Developer and other spares and consumables on as and when required basis except paper and electricity for the period of 02 years from the date of award of AMC.
- Details of the consumables required :** The AMC shall include the cost of preventive maintenance visits and its associated labour charges, provision of toner, drum and developer and other spares and consumables except paper and electricity for the period of 02 years from the date of award of AMC. Per copy charges may be clearly defined and methodology of billing may be clearly spelt out in the Technical / Price Bid as applicable.
- Product/ Equipment Details :** [click here](#)

#### अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

- Certificate (Requested in ATC) :** [click here](#)
- Service Provider's Local Office/Service Center Address With Respect To Each Consignee Location. :** [click here](#)
- Oem Authorization Certificate If Required In Bid :** [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशेष (%)   ePBG Percentage(%):	NA

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

###### 2.2 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

###### 2.3 Buyer Added Bid Specific Scope Of Work(SOW):

Text Clause(s)

The scope of work shall include preventive maintenance visits, supply of toner, Drum, Developer and others pares and consumables on as and when required basis except paper and electricity for the period of 02 years from the date of award of AMC.

###### 2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The bidder should be OEM or Authorised Service Representative of the OEM. In case of Authorised Service Representative, certificate to the effect, issued by the OEM only, is required to be submitted with the technical bid. As a part of measures to encourage use of genuine consumables and spares and discourage fake/ incompatible consumables and handling of machines by untrained persons, bidder with the OEM certification only will be preferred. No outsourced/subletted entities to bid.

2. The bidder is required to have an authorized local service centre at Jodhpur (Rajasthan). Proof of local service centre is required to be attached with the technical bid.

3. The bidder should have past experience of handling Central Govt Clients. Bidders having certificate of providing satisfactory services need to attach the same with Technical bid

4. The bidder shall, along with the technical bid, provide the proof of existing AMCs of Central Govt Clients i.e. copy of the AMC contracts.

5. The contractor/ Service provider must sign and agree with the terms and conditions of their contract. These terms and conditions also include their responsibilities towards Information Security of the department and this office. The contractor and contractual staff must sign Non-Disclosure Agreement/ Confidentiality Agreements (format attached).

6. The Contractor would be responsible for Background check of all the staff would include:

- Identity
- Address
- Criminal Records
- Employment History/ Experience
- ADHAAR

**f) Education**

**7. The contractor should provide following details and documents:**

- a) Identity
- b) Address
- c) Criminal Records
- d) Employment History
- e) Promoters History
- f) Experience
- g) Feedback/Reference from past and current clients

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**2.5 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

**2.6 Past Project Experience:**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**2.7 Certificates:**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.