

OFFICE OF THE COMMISSIONER CENTRAL EXCISE PUNE I COMM'RTE  
ICE HOUSE ,41-A, SASSOON ROAD,OPP.WADIA COLLEGE. PUNE-I

## **C I R C U L A R**

### **AMC OF PC's & PRINTERS –SUBMISSION OF Quotations –REG**

It is to inform that the quotations are being called for from reputed service providers for the Comprehensive Annual Maintenance Contract of PC's & Printers installed in Pune-I Comm'te. Comm'te) The AMC of UPS is required for Hdqrs, CCU, All Division & Range Office situated at various premises.

Interested Service providers are requested to submit their technical and commercial details in two separate sealed envelopes with superscription "TECHNICAL QUOTATION FOR AMC OF PC's & Printers" and " COMMERCIAL QUOTATION FOR AMC OF PC's & Printers" on the respective sealed envelopes, addressed to the Commissioner of Central Excise Pune-I.

The sealed technical and commercial bids should reach this office on or before the 18<sup>th</sup> July 2009. Please note that quotations received after this date will not be accepted.

Encl: **TERMS&CONDITIONS**

( S V SINGH )  
ADDITIONAL COMMISSIONER  
(SYSTEM MANAGER)  
CENTRAL EXCISE, PUNE-I COMM'TE

F.No.I/Comp/AMC-PC/2007-08  
Pune the 10<sup>th</sup> July.2009

## **TERMS AND CONDITIONS**

1. The Maintenance agency shall maintain the equipments on terms and conditions hereinafter mentioned. The same terms and conditions shall also apply to any additional machine / hardware as per the terms of agreement given below: -

### **1. TERMS OF AGREEMENT**

1.1 This Agreement shall remain in force for the period of twelve months from the date of signing of the same. It shall be open to either party to terminate this Agreement any time during its currency by giving one month's notice to the other party, in writing.

### **2. MAINTENANCE:**

2.1 The agency shall provide maintenance service from 9.30 am to 6.00 pm (On all working days ) to keep the machines in good working order. The services consist of preventive and corrective maintenance and includes carrying out of the necessary repairs and fittings of replacement parts. The agency should provide Two well qualified Resident Engineer at ICE House & Excise Bhavan , Akurdi Complex respectively, on all working days between 9.30 AM to 6.00 PM, through out the contract period.

2.2 The maintenance service does not include :-

- a) Electrical work external to the machines or maintenance of accessories, attachments, machines or other devices not covered under the agreement.
- b) Repair of damage resulting from accidents, transportation, or causes other than normal use.
- c) Furnishing platens, supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification charges.
- d) Magnetic Media
- e) Stationery items
- f) Consumables
- g) Power cables for all units.
- h) Non-functional parts like covers, castors, stands etc.

However it shall include rectification of faults arising due to faulty data cables. The agency shall also perform services connected with relocation of machines or adding or removing accessories, attachments of other devices.

2.3 If the Central Excise requires service of occasional nature outside what is agreed upon under sub clause 1 above, then the agency shall endeavor to provide maintenance service at agency's hourly rates in force at that time. In such cases travel time is billable.

2.4 The agency shall provide a stand by server/machine in case a server, machine, peripherals, etc covered under AMC at the faulty location cannot be made operational within 24 hrs.

2.5 Any parts / spares needed to be taken for repairs by the agency must be communicated in writing by giving proper justification well in advance to the Department.

2.6 Any parts/ spares taken by the agency for repairs should be returned to the respective location within 2 weeks and a standby arrangement must be made by the agency.

### **3. PAYMENTS**

3.1 The total amount payable by Customs & Central Excise for the services mentioned herewith will be decided as per the final decision of the Commissioner.

3.2 Payment shall be made to the agency after completion of every quarter and not in advance.

3.3. All charges specified are those currently in effect and are subject to change by three months prior written notice. If the charges are increased the department may , withdraw from service any machine affected by such increase.

**3.4 The maintenance shall include all the P.C's/Printers installed in Hdqrs & Divisions/Ranges of Pune-I Comm'te located at various premises.**

### **4. CARE OF EQUIPMENT :-**

a) In case of any requirement of movement of any equipment, the agency shall be entitled to move the equipment or any part thereof from the place of original installation to a different place or location, if so desired by the Central Excise with seven days written notice in advance.

b) All costs, charges and expenses in respect of moving the equipment or any part thereof including costs, charges and expenses for dismantling, reinstallation, testing and commissioning shall be payable to the agency on a competitive price comparable to other parties under taking similar jobs.

c) The preventive maintenance of all the machines covered under the AMC should be carried out by the agency once in every quarter. Every machine including C.P.U., monitor and the keyboard & Mouse should be thoroughly externally cleaned once in every quarter and if any breakage, non-functioning of the machine will be responsibility of the agency to rectify the problem. The payment of the quarterly charges will be made only after confirmation of completion of Preventive maintenance including cleaning of all the machines and working satisfactory after preventive maintenance. The agency should produce such certificate from the user of each machine, hardware covered under AMC after completion of Preventive maintenance.

- d) A register in proper format will be kept for record of Annual Maintenance Contract. The Service/ Residential Engineer must daily see the Register for any call or complaint. All the calls / complaints must be entered in the said register. The responsibility of the complaint compliance lies entirely with agency. After successful rectification of the fault, the Engineer should sign in the register. If the compliance is delayed by two days from the date of entry of complaint in the register, necessary action will be taken against the agency. In case the technical problem / fault is serious, the fact should be immediately brought to the notice of the Deputy Commissioner (Computer) in writing by resident engineer.
- e) In case the nominated Resident / Service Engineer is not available for a particular day or period, the fact should be brought to the notice of either Systems Manager or Superintendent (Computer) at least one day in advance. In such case another resident engineer should be provided by the agency. Any incomplete work done by Resident Engineer should be informed to the proper authority by the Resident Engineer himself.
- f) No foreign software / programme should be loaded on any of the machine by the Resident / service Engineer by themselves.
- g) The Resident Engineer / Service Engineer should be well qualified and his bio-data should be submitted to the party and prior approval should be taken before deputing him at the site. The deputed engineer should not be replaced frequently and before replacing prior intimation in writing should be given. But the party has the option to replace the Engineer.
- h) The maintenance services will also include the maintenance of the Windows NT , Unix Server network at ICE House.
- i) The maintenance services will also include installation and upkeep of operating systems on all machines covered under annual maintenance contract.

## **5. ASSIGNMENT:**

5.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of public Enterprises. The Arbitration Act, 1940 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the

Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

**6. THE AGREEMENT:**

6.1 The agreement document together with any attachment signed by both parties shall constitute the entire binding agreement between the agency and the Central Excise.

6.2 The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any order or document submitted by the customer unless such variations have been specifically agreed upon in writing by the agency.