

ANNUAL MAINTENANCE SERVICES FOR FIRE EXTINGUISHERS

Annual Maintenance Contracts ("AMC")

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 customer.
3. Depict terms and conditions of the service for all the involved stakeholders.

To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of Service Level Agreement.

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.

1. Stakeholders

Following are the stakeholders associated with this Agreement:

1. **Buyer:** The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.
2. **Service Provider:** The Service Provider is responsible to provide all the required services in timely manner. The Service Provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions 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 documents.

1. Scope of the services

The maintenance involved shall be as per the packages specified. The scope of AMC Service covers upkeep and smooth working of the equipment within the premises of user department as per the SLA and any other provisions contained in the contract. The AMC services shall consist of/ inclusive of the following:

1. **Round the clock maintenance** of Fire Detection and Fire Alarm System, Fire extinguishers, Fire Hydrant and Sprinkler System and equipment as described in the

scope of the work such as job includes servicing of equipment/systems, testing of firefighting pumps sets etc.

2. Following is the **list of the equipment** required to be operated and maintained by Service Provider for their smooth working and performance. To ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:

- **List of Equipment's**

Fire Extinguishers

1. The scope covers periodic maintenance once in fortnight of complete Fire Extinguishers installed within premises.
2. It include general cleaning of fire extinguishers, Checking and replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.
3. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the fire extinguishers, chassis repair etc.
4. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed).
5. The Cartridge of extinguishers shall be weighed and refilled if required.
6. The Maintenance work of fire extinguishers should be carried out as per IS 2190:2010 or as the latest IS guidelines.
7. Defective spare parts shall be replaced with new ones as per.
8. The maintenance, inspection and testing of all extinguisher in respect of mechanical parts, extinguishing media and expelling means should be carried out by properly trained and competent personnel at frequent intervals, to ensure that these are in their proper condition and have not been accidentally discharged or lost pressure or suffered damage.
9. Regular inspection of all extinguishers and their components like spare cartridges and refills kept in the stores should also be done to ensure that these are in proper condition and fit for use.

1. **Buyer's Obligations**

1. Buyer should provide the details such as model numbers of equipment's/ system etc for information to the Service Provider in bid. The details shall include all the including its integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further, the Buyer may provide spare parts list, cat part ID etc as available with them to the Service Provider for effective service rendering. Service Provider shall also be provided with the knowledge regarding spare parts and part list numbers etc for the equipment's for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
 - Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
1. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC / CMC services to the successful service provider.
2. Buyer must ensure that the Service Provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

1. Service Provider's Obligations

1. The Service Provider is required to visit the site before quoting for the AMC and must inspect the complete system installed in the premises and note down the products/equipment which need to repaired/rectified/replaced beforehand.
2. Service Provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed. In case any equipment is shifted within the same location during tenure of the contract then the details of such change in location are also to be recorded in the registers. Such shifting within the same location shall be done under the supervision of the AMC / CMC Service Provider and Buyer department should ensure that information is given to Service Provider regarding such shifting. However cost of such shifting shall not be responsibility of Service Provider.
3. Service Provider should depute trained and technically competent service engineer / engineers at Buyer' premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC / CMC period.
4. Service Provider should have facility to enable Buyer department to register complaints through call centre or through website or email. In such cases wherein several equipment is involved, the Service Provider shall maintain a help desk in Buyer's premises. Proper record of the complaints should be maintained by the AMC / CMC call centre/office/Support Engineer /help desk at each location/ premises of Buyer.

5. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment at any point in time. Any cleaning solution or chemical required also to be made available to service engineer.
6. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.
7. The Service Provider must fulfil the requirement of number of maintenance services.
8. Service provider shall maintain the confidentiality of any information related to the equipment's under AMC . Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
9. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.
10. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be affected as per requirements specified in OEM Manual.

1. Special Terms and Conditions

1. FIRE EXTINGUISHERS is to be checked by service provider for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
2. The comprehensive maintenance to be provided by Service Provider includes preventive maintenance on monthly basis and regular services of the various equipment's and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services by the Service Provider.
3. The Buyer shall provide relevant details like Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the Service Provider to prepare the maintenance work.
4. Service Provider, shall ensure appropriate deployment of the manpower at the Buyer's desired premises/location to ensure the proper rendering of services in accordance with the present Contract and to meet the satisfaction of the Buyer.
5. Repair should be conducted as per standard guidelines for the FIRE EXTINGUISHERS' repair and as per OEM manual. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of same make and functional capability as originally available in the PURIFIER . All types of spares, consumables and accessories shall be available with the Service Provider for equipment's covered under the Contract. An undertaking is required to be submitted to this effect by the Service Provider during the execution of the Contract.

6. The new parts which are required to be fitted, shall be verified before fitting by the Service Provider. The removed part is to be handed over to Buyer department. In case Service Provider notice any part is missing, then the same to be immediately brought to the knowledge of Buyer department or otherwise responsibility shall be of service provider and penalty of this will be levied as per the SLA deduction. Service provider shall ensure that only original parts of same make/brand are used for replacement.
7. The Service Provider shall submit the escalation matrix and name of persons coordinating AMC / CMC jobs with the Buyer once the AMC / CMC is awarded. Service provider shall ensure that equipment under AMC / CMC are in working conditions in users' premises. The Service Provider shall provide service support as and when required during the AMC / CMC period without any extra cost.
8. Immediately on award of the service contract, the Service Provider would give a report regarding taking over of the FIRE EXTINGUISHERS. It shall be the responsibility of the Service Provider to make the FIRE EXTINGUISHERS work satisfactorily throughout the contract period, also to hand over the FIRE EXTINGUISHERS to the department in working condition on expiry of the contract. In case any damage in the same is found, appropriate deductions will be levied at the time of payment.
9. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the Service Provider at no extra charge to the Buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality.
10. In case of delay in attending to problems, breakdown of systems due to improper handling by Service Provider personnel etc suitable deductions for violation of SLA shall be levied as indicated in the Deduction Clauses.
11. The AMC maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. 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 to get it repaired promptly. While taking out the equipment from the Buyer's premises, Gate Pass to be obtained from the Buyer/nodal officer.
12. After carrying out repair, a certificate regarding equipment working should be obtained from concerned Buyer/ nodal officer.
13. In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance from the third party, then Service Provider would reimburse the cost of such arrangements.
14. A preventive periodic maintenance report shall be submitted by the Service Provider to the Buyer nodal officer.
15. Service Provider to give guarantee for the replaced part, as per OEM warranty or for at least 6 months if not covered in OEM warranty. Service Provider shall ensure that only original part of same make/model/brand are used for replacement. In case of replacement of parts are not covered as per the package applicable Service Provider shall ensure that rates charged are not more than OEM rates.

16. **Response Time** Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the Buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the Service Provider.
17. **System Uptime:** Service Provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC
18. AMC Service Provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct, necessary deductions as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
19. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible.
20. The parties agree and acknowledge that the terms of agreement are on principal-to-principal basis and nothing in this agreement shall be construed to confer the service providers nor its resources/ employees as the employees of the Buyer. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer.
21. The Service Provider shall be fully responsible for the acts of their representatives / consultants/ team members/ employees and shall fully indemnify the Buyer for any kind of losses or damages caused by its employees/ team members/ consultants/representatives.
22. The Service Provider shall be liable for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services and the Buyer shall not be liable on any such account.
23. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices, notifications, guidelines etc, and no liability in this regard will be attached to the Buyer
24. The Service provider will ensure strict compliance of all labour laws pertaining to the personnel/ staff deployed and the Buyer will not be liable for any kind of levies / penalties etc. by the authorities concerned. In the event of any demand served on the Buyer by any of the authorities in this regard, the Buyer will be entitled to recover any such amounts from the bills / amount payable to the Service Provider or from the performance guarantee or from the assets of the Service Provider available in the Buyer's premises.

25. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer

1. Payment Terms

1. The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after making necessary deductions, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC ; no difference shall be paid or claimed as a result of the above.

10. SLA Deductions

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		

4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one-day delay	2% of billing amount for quarter for every one-day delay	3% of billing amount per quarter for every one-day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every one-day delay	5 % of billing amount per quarter for every one-day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization

	employees of service provider				
8	Substandard parts /Non-OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with deduction of Rs 1000	Immediate replacement with genuine and quality parts with deduction of Rs 2500	Termination of the contract
9	Missing of parts/ replaced parts	Replacement to be provided	Immediate replacement with genuine and quality parts with deduction of Rs 1000	Immediate replacement with genuine and quality parts with deduction of Rs 2500	