

BY REGISTERED/SPEED POST

Date 18.09.2014.

Tender No. J-15013/11/2013-G.I

Due date & Time: 27.10.2014 by 03.00 PM
Date and time of opening 27.10.2014 at 03.30PM

To

Subject: Invitation of Bids for Full Service Maintenance Contract (FSMC) (Including all spares & Consumables) from Authorized Service Providers/Manufacturers for various makes/models of Sharp Digital photocopiers installed in DeitY.

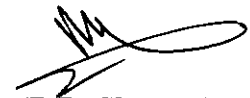
Sir,

On behalf of the President of India, sealed tenders are invited from the reputed and experienced **Authorized Service Providers/Manufacturers** preferably from Micro and Small Enterprises located in National Capital Region of Delhi initially for a period of one year extendable to another two years on the basis of mutual consent of both the parties (Department and Firm) for award of Full Service Maintenance Contract (**including all OEM spares and consumables**) for repairing of Sharp Digital Photocopiers machines installed in DeitY. The list of photocopiers along with details of EMD/Performance Security is enclosed at **Annexure-III**.

You are requested to submit your lowest rates in a sealed cover so as to reach the undersigned latest by **27.10.2014 by 3.00 PM**.

Thanking you,

Yours faithfully,



(B.D. Sharma)
Joint Director
T.No.24301240

NB : The terms and conditions of the bid are enclosed at **Annexure-I**, which should be carefully noted and complied with. Specification of the machines given in **Annexure IV** in which the lowest rates are to be quoted.

TERMS AND CONDITIONS

1. The envelope must be marked **“TENDER FOR FULL SERVICE MAINTENANCE CONTRACT (FSMC) including all spares and consumables for SHARP DIGITAL PHOTOCOPIER MACHINES”**.
2. The bid must be valid for a minimum period of ninety days from the due date.
3. **Bids should be submitted in two separate sealed covers. First Cover indicating “ENVELOPE FOR TECHNICAL BID” should consist of following documents:**
 - (i) Bid form as per **Annexure-II** giving all details called for.
 - (ii) The detail of the Sharp digital photocopiers as well as refundable Earnest Money Deposit (EMD) is given in the **Annexure-III**. The EMD of Rs.15,000/- should be in the form of Pay Order/ Bank Draft issued by any commercial bank in favour of 'Pay & Accounts Officer, DeitY' payable at New Delhi.
 - (iii) Copy of this tender document duly signed with seal of the bidder in token of acceptance of the terms and conditions.
 - (iv) Copy of PAN Card in r/o firm, TIN or Service Tax Registration Certificate allotted by concerned authorities.
 - (v) Copy of declaration on letter head stating that the bidder has not been black-listed by any Ministry/Department/Organization.
 - (vi) The bidder is required to submit a statement indicating the contracts on hand with details of the Departments/Ministries/Organizations, contact of dealing person (name, designation) with complete official address and Telephone/Mobile number.
 - (vii) The bidders are required to submit copy of proof (at least 2 work orders each for the financial year 2012-13 and 2013-14) of servicing/maintaining Sharp digital photocopier awarded to them by the Government Departments, PSUs and reputed Business Organizations.
 - (viii) Bidder must sign all pages of quotations, documents with seal/stamp of the firm etc. forwarded with the quotation.
 - (ix) The Bidder shall be located in National Capital Region of Delhi.
4. **Preparation of Bids:** Tender document complete in all respect needs to be submitted by the bidder in sealed cover.
 - 4.1 The complete bid including the prices must be written by the bidder in indelible ink. Bids and/or prices written/filled in pencil shall be rejected.
 - 4.2 The tender form should be legibly written or typed quoting all relevant financial quotes, in words as well as in figures, duly signed by tenderer with Seal of firm. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying

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quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re-calculated and considered for price ranking. All cuttings and over writing should be countersigned and number of cuttings/over writing should be indicated on each page. In case of no cutting/over writing on the page, NIL cutting/over writing shall be indicated. No page should be left blank. If this is unavoidable then blank pages should be cut across and written "Blank" on it.

- 4.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons signing the bid.

Bids should be submitted in two separate covers.

First cover indicating **"Cover for Technical Bid" should consist of all terms and conditions as stated above in Para 4.** Earnest Money Deposit (EMD) should also be submitted in this cover.

Second cover indicating, **"Cover for Price Bid" should consist Price Schedule (Annexure IV).**

Both the covers first be sealed separately and then should be kept in a single sealed bigger cover and super-scribed as: **"Bid for FSMC (including all spares and consumables) for Sharp Photocopier Machines installed in DeitY"**. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time.

5. The bids must be dropped in Tender Box kept at Reception, Ground floor, at above stated address on or before the **due date i.e. 27.10.2014 by 03.00 PM**. Bids received after due date and time are liable to be rejected. In the event of due date being declared a Holiday for Central Government Offices, the date for submission of the bids will be following working day at appointed time and venue. Envelope containing Technical Bid shall be opened on the same day at 03.30 PM in the presence of available bidders.

6. The rates should be quoted in Indian Rupees for providing services at the premises of the Department and shall remain fixed for at least one year from the date of signing the Agreement and should not be subject to escalation of any description.

The quoted rates must be excluding of VAT and Service Tax, if any, which shall be paid by the Department as applicable.

7. **Receipt of Tax liability:** The firm which has been awarded contract for repair/manufacturer of photocopier machines will be given applicable tax on the bills raised in the first quarter. The firm will ensure that the tax receipts are deposited to the Deptt. while raising bill for the second and subsequent quarters. In case the receipt(s) is/are not submitted by the firm, the tax would not be paid to the firm and the already paid tax would be recovered from the bill so raised.

8. The bidders should have at least one landline telephone connection and one mobile to lodge the complaint. The details of the same may be furnished in the bid (**Annexure-II**).

9. It will be the responsibility **of the firm to ensure supply of genuine OEM spares parts (including all spares and consumables) of the photocopier machines** and to keep the machines in working order all the times.

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10. The number of photocopier machines may vary from time to time during the currency of the contract due to addition of new machines after warranty period or due to scrapping of old machines. As such, contract price may depend on number of machines under FSMC.

11. Bidders may inspect the photocopier machines before bidding or quoting rates on any working day between 04.00 PM to 05.00 PM. Bidders shall quote rates for all the machines and not a single machine.

12. The selected bidder will undertake service/repair of the photocopier machines in the presence of the user at the location of photocopier machines and provide a copy of call/service report to the user after getting his signature over it indicating the details of spare parts replaced and service provided by the engineer.

13. **Promotion of Micro and Small Entrepreneurs of SC/ST categories**:- The Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes will be given weightage in accordance with Notification Order S.O. 581(E) dated 23.03.2012 issued by Micro and Small Enterprises. The details may be noted from the website "<http://msme.gov.in/>" (Procurement Policy MSME 2012).

13.1. In case the contract is awarded to Medium Entrepreneurs on the basis of lowest quotation, the Department may allow the contract to be shared in the ratio of 80:20 on the lowest rates between Medium Entrepreneur and Micro or Small Entrepreneur, respectively, competing the bidding process subject to fulfillment of tender conditions.

14. **Evaluation Criteria**: Duly constituted committee shall first open and evaluate Technical Bids. Price bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and condition of tender. Intimation to this effect shall be separately sent to the bidders whose bids are found technically acceptable. The bidder(s) shall be chosen on the basis of lowest bid price.

15. **Term of contract**:- Selected lowest Bidder(s) shall be empanelled as Service Providers on the fixed rate for one year from the date of signing of Agreement. The contract may be extended for next two years if mutually agreed to by both the parties on year to year basis. In case, the empanelled Service Providers is found in breach of any condition(s) of tender/agreement at any stage or services of Service Providers are found not to the satisfaction to the Department, the agreement/contract may be terminated leading to forfeiture of performance security. The decision of the Department shall be final in this regard.

16. It may specifically be mentioned whether quotation is strictly as per terms and conditions of the tender. Deviation if any, must be spelt out specifically in Technical Bid. In the absence of this, the quotation may be rejected.

17. **Payment**: The firm will prepare separate log books for each of the machines to be taken under the FSMC. Preventive maintenance with special cleaning of the Photocopier machine from outside and inside with liquid cleaner will be carried out on regular basis. The payment will be made on quarterly basis after execution of jobs satisfactorily on production of Pre-receipted bills alongwith copy of all job cards and satisfactory performance reports from the users preferable signed by Gazetted officer.

18. The selected Service Providers will be required to maintain job card for each product under FSMC (**including all spares and consumables**) and lodge all complaints, action taken, parts replaced, time taken in rectification, etc. which shall be duly signed by the Engineer and used preferably Gazetted officer.

19. **Earnest Security Deposit (EMD):**

(i) Each quotation must be accompanied by Earnest Money Deposit as per **Annexure-III** which shall be in the form of Demand Draft / Pay Order in the name of "Pay & Accounts Officer, Department of Electronics and Information Technology" payable at New Delhi. Quotations received without Earnest Money deposit are liable to be rejected.

(ii) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

(iii) The earnest money of all the unsuccessful tenderers will be returned as early as possible after award of contract letter. No interest will be payable by the Department on the Earnest Money Deposit.

(iv) Earnest Money of successful bidder shall be returned after furnishing of performance Security.

20. **Preventive maintenance:-** The Service Providers will attend preventive maintenance at least once in a quarter in the event of non receipt of complaint of any particular machine. The corrective maintenance would be attended to promptly

21. The selected Service Provider(s) shall be responsible for the trouble free working of the machines and their upkeepment for which no extra/additional charges shall be paid. The complaint shall be attended within four working hours. A penalty of Rs. 500/- per day in case of down time of machine is more than 12 working hours shall be deducted from the bills of the contractor. In case of any damage to any system/machine during the maintenance by the contractor, the contractor will be fully responsible for the same and will require to pay full damages to the Department. In case, the contractor fails to maintain any machine within 15 days due to any reason **whatsoever**, it would be sufficient to conclude that the services of the contractor are not satisfactory and contract may be terminated forfeiting the Performance Security.

22. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously down. In that situation it will be construed that the services of the contractor are unsatisfied and the contract may be terminated leading to forfeiture of performance security.

23. The FSMC charges for the services provided under the contract by the tenderer shall in no event exceed the lowest price at which the tenderer provides the services of identical description to any person/organizations including the department or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the Contract. If any time during the said period, the tenderer reduces the service charges to any person/organization including the department or



any department of the Central or State Govt., or any statutory undertaking of the Central or State Govt., as the case may be, at a price lower than the price chargeable under the contract, the tenderer shall forthwith notify and pass on such reduction to the department and the price payable under the contract for the service provided after the date of coming into force of such reduction shall stand correspondingly reduced.

24. **Performance Security:** The successful bidder shall submit a Performance Security of Rs.50,000/- (**Annexure-III**) within a week of the issue of award letter which should be valid for a minimum period of 14 months from the date of award of contract. The performance security will be in the form of Bank Guarantee of any commercial bank. In case selected Service Provider fails to provide satisfactory services during the contract period, the performance security submitted by the firms will be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of contract period. No interest will be payable on the performance Security.

25. **Arbitration:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Department will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment there of including the rules framed there under.

26. **Force Majeure:** Notwithstanding the provision of the **clause 24**, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that, its delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Department' either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the 'Department' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Department' in writing, the firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. The Department reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.

28. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.


(B D Sharma)
Joint Director
Tele : 24301240

BID FORM

1. Tender No.J-15013/11/2013-General : **Due Date 27.10.2014 at 03.00 PM**
2. Name and Address of Bidding Firm : _____
3. Name and Designation of the person Signing the bid : _____
4. Mobile/Land line Telephone No. : _____
5. Earnest Money Deposit Details : _____
6. PAN/VAT and Service Tax Registration Certificate (attested photo copy enclosed) : _____
7. Whether bidder has signed Tender Documents with seal as token of acceptance of terms and condition. : _____
8. Terms and Conditions of contract are ACCEPTABLE/ NOT-ACCEPTABLE : _____
9. Whether bidder is a Micro/Small Entrepreneur, please specify. : _____
10. Capacity in which bid is signed by the Bidder (Proprietor/Partner/Director) : _____
11. Whether bidder is manufacturer or Service provider or otherwise. : _____
12. The bidder should not have been **Blacklisted** by any Ministry/Department or any other organization. : _____
13. Statement indicating the contracts on hand with details as per para 3 (vi) : _____
14. Submit work order copies of (at least 2 work orders each for the financial year 2012-13 and 2013-14) of sharp digital photocopier awarded to him by the Government Departments, PSUs and reputed Business Organizations.

Signature of Bidder _____

Name in Block Letter: _____

Place _____

Date _____

List of Sharp Photocopier Machines

Sl. NO.	Description of Machine	No. of machine to be covered under AMC	EMD (In Rs.)	Performance Security (In Rs.)
1	Sharp ARN 5620 N (11 Nos.) Sharp ARN 5620 N Digital copier with printer (06 Nos.) Sharp ARN 5620 N with printer (08 Nos.)	25 Nos.	15,000/-	50,000/-
		25 Nos.		

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PRICE SCHEDULE

S.No.	Description of Machine	No. of machines to be covered under AMC	Rate per page (In Rupee or Paise)
1	Sharp ARN 5620 N	25 Nos.	
2	Sharp ARN 5620 N Digital copier with printer		
3	Sharp ARN 5620 N with printer		

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