

**BY REGISTERED/SPEED POST**

Date 05.09.2014.

No. J-15013/14/2013-General

**Due date & Time: 29.09.2014 by 03.00 PM**  
**Date and time of opening 29.09.2014 at 03.30PM**

To

**Subject: Invitation of Bids for repair and maintenance of Gestetner Copy Printer Model DX-4542 (OEM) installed in DeitY.**

Sir,

On behalf of the President of India, sealed tenders are invited from **Authorized Service Providers/Manufacturers** 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 AMC (Comprehensive including all services and spares except Drum, Thermal Head and consumables i.e. Master Roll and Ink) from Authorized Service Providers/Manufacturers for one **Gestetner Copy Printer Model DX-4542** Machine installed in DeitY. The detail of EMD/Performance Security is enclosed at **Annexure-III**.

You are requested to submit your technical and financial bid (lowest rates) in a sealed cover so as to reach the undersigned latest by **29.09.2014 by 3.00 PM**.

Thanking you,

Yours faithfully,



**(B.D. Sharma)**

Joint Director

T.No.24301240

**Note :** 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 GESTETNER COPY PRINTER MODEL DX-4542'**.
2. The bid must be valid for a minimum period of ninety days from the due date.
3. The tender is open to all Authorized Service Providers/Manufacturers who fulfill the criteria (documentary evidences are required to be submitted along with technical bid) as per details at Para 5.
4. The Bidder shall be located in National Capital Region of Delhi.
5. **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 copy printer machine for AMC (Comprehensive including all services and spares except Drum, Thermal Head and consumables i.e. Master Roll and Ink) as well as refundable Earnest Money Deposit (EMD) is given in the **Annexure-III**. The EMD 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 VAT or Service Tax Registration Certificate and PAN number allotted by concerned authorities.
  - (v) Copy of declaration on letter head certifying that the bidder has not been black-listed by any Ministry/Department/Organization.
  - (vi) The bidders are required to submit copy of proof that their firms are authorized by the manufacturer of the product.
  - (vii) The bidders are required to submit a clientale statement indicating the contracts in hand with details of the Departments/Ministries/Organizations, contact of dealing officer (name and designation) with complete official address and Telephone/Mobile number.
- 5.1 **Second Cover indicating "ENVELOPE FOR PRICE BID" should consist the Price Schedule (as per Annexure-IV).** The bidders are requested to quote their rates in the Annexure IV only.
- 5.2 Both Technical Bid and Price Bid should be kept in a separate bigger envelope duly sealed and super-scribed as:

**"Bid for Gestetner Copy Printer Model DX-4542".**



6. The bids must be dropped in Tender Box kept in Reception, Ground floor, at above stated address on or before the **due date i.e. 29.09.2014** 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 Bidders, who may opt to attend.

7. The rates should be quoted in Indian Rupee or paisa 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 or Service Tax and local taxes, if any**, which shall be paid by the Department on applicable rate.

8. **Receipt of Tax liability:** The firm which has been awarded contract for repair/maintenance of photocopier machine will be given applicable tax on the bill raised in the first quarter. The firm will ensure that the receipt of tax deposited with the concerned authority is deposited to the Department 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.

9. It will be the responsibility **of the firm to ensure supply of genuine OEM spares parts (including all spares and consumables) of the copy printer** and to keep the machine in working condition at all times.

10. Presently the machine is in working condition. The copy printer machine shall be taken over under AMC (Comprehensive including all services and spares except Drum, Thermal Head and consumables i.e. Master Roll and Ink) by the selected firm on "As is where is basis". No extra payment, whatsoever, even for any initial repair, will be made to the contractor. Bidders may inspect the copy printer before bidding or quoting rates.

11. The selected bidder will undertake service/repair of the copy printer in the presence of the user at the location of machine 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.

12. The bidder should have at least one landline telephone connection and one mobile to lodge the complaint. The detail of the same is to be given in the bid.

13. **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 conditions 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.

14. **Term of contract:-** Selected lowest Bidder(s) shall be empanelled as Service Provider 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 Provider is found in breach of any condition(s) of tender document at any stage or services of Service Provider 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.

15. 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.

16. Bidder shall sign all pages of quotations, documents, etc. forwarded with the quotation.

17. Any attempt to negotiate directly or indirectly on the part of the tenderer with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for prospective tenderer or to influence by any means the acceptance of the particular tenders will render the tenderer liable to be excluded from consideration.

18. The Service Provider will attend preventive maintenance at least once a month in the event of non receipt of complaint.

19. **Penalty:-** The selected Service Provider shall be responsible for the trouble free working of the copy printer and its upkeepment for which no extra/additional charges shall be paid. The complaint shall be attended within six working hours. A penalty of Rs. 500/- per day in case of down time of copy printer is more than 12 working hours shall be deducted from the bills of the contractor. In case of any damage to copy printer during the maintenance, 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 copy printer 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.

20. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously down.

21. **Payment:** The Service provider will prepare log book for the copy printer to be taken under the AMC. **Preventive maintenance with special cleaning of the copy printer from outside and inside with liquid cleaner will be carried out on monthly basis.** A preventive maintenance report from the user would be submitted to Genl. Section alongwith the bill. The quarterly payment will strictly be made on the basis of satisfactory report from the user.

22. The selected Service Provider will be required to maintain job card for AMC (Comprehensive) and lodge all complaints, action taken, parts replaced, time taken in rectification, etc. which shall be duly signed by the Engineer and user. Payment will be made on quarterly basis after satisfactory execution of jobs and on production of pre-receipted bills along with copy of all job cards and satisfactory performance reports from the users of the copy printer.

23. **Provision of Standby:** If copy printer is not repaired within five working days for any reason whatsoever, the firm will provide a standby copy printer.

24. **Earnest Money Deposit:**

(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) The bid would be rejected and Earnest Money forfeited, 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 tenderer will be returned as early as possible after award of contract letter. **No interest will be paid by the Department on the Earnest Money Deposit.**
- (iv) Earnest Money of successful bidder shall be returned after receipt of performance Security by the Department.

25. **Performance Security:** The successful bidder shall submit a Performance Security as per **Annexure-III** within 10 days 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 by the Department on the performance security.**

26. **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 thereof including the rules framed there under.

27. **Force Majeure:** Notwithstanding the provision of the **clause 25**, 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.

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

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

Signed on behalf of President of India



**(B D Sharma)**  
**Joint Director**  
**Tele : 24301240**

**BID FORM**

1. Tender No.J-15013/14/2013-General : **Due Date 29.09.2014 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. VAT or Service Tax Registration Certificate Number (Copy enclosed) : \_\_\_\_\_
7. PAN Number of the firm : \_\_\_\_\_
8. Terms and Conditions of contract are ACCEPTABLE/ NOT-ACCEPTABLE : \_\_\_\_\_
9. Deviation in Terms & Conditions/ Specification (if any) : \_\_\_\_\_
10. Capacity in which bid is signed by the Bidder (Proprietor/Partner/Director) : \_\_\_\_\_
11. Address of work shop/Maintenance Centre : \_\_\_\_\_
12. Copy of proof that their firms are authorized by manufacturer of the product : \_\_\_\_\_
13. Whether bidder is manufacturer or Authorized service provider or otherwise. If authorized, copy of authorization certificate from the manufacturer to be attached. : \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Name in Block Letter: \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Annexure – III**

**List of Copy Printer**

| <b>S.No.</b> | <b>Description of Machine</b>               | <b>Nos. of copy printer to be covered under AMC (Comprehensive)</b> | <b>EMD in Rs.</b> | <b>Performance Security in Rs.</b> |
|--------------|---|---|-------------------|------------------------------------|
| 1            | <b>Gestetner Copy Printer Model DX-4542</b> | 1 no.   | 1,000/-           | 3,000/-                            |



**Annexure-IV**

**PRICE BID**

| <b>S.No.</b> | <b>Description of copy printer</b>          | <b>No. of copy printer to be covered under AMC (Comprehensive)</b> | <b>Rate per page (In Rupee or Paise)</b> |
|--------------|---|--|--|
| 1            | <b>Gestetner Copy Printer Model DX-4542</b> | 1 No.  |  |