



Government of India  
Ministry of Human Resource Development  
Department of Higher Education

**Tender No. 5-37/2011-S&S Dated : 1<sup>st</sup> August, 2011**

**Subject:** Full Service Maintenance Agreement (FSMA) for Sharp make Photocopier installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development for a period of one year.

123-C (S&S)  
Shastri Bhawan  
Dr. Rajendra Prasad Road  
New Delhi-01  
INDIA  
TEL NO. 00-91-11-23384590  
FAX NO.00-91-11-23381355

## INVITATION TO TENDER FOR

---

### CONTENTS

SECTION-I:	NOTICE OF TENDER
SECTION-II:	COVERING LETTER
SECTION-III:	SUBMISSION OF TENDERS
SECTION-IV:	INSTRUCTIONS TO TENDERERS
SECTION-V:	TERMS AND CONDITIONS
SECTION-VI:	SCOPE OF WORK
ANNEXURE-I:	PROFORMA FOR BANK GUARANTEE

### SECTION-I: NOTICE OF TENDER

Government of India  
Ministry of Human Resource Development  
Department of Higher Education  
123-C, Shastri Bhawan, New Delhi-110001

Website:: education.nic.in  
Email ::  
Phone No.:: 23384590  
Fax No. :: 23381355

No. 5-37/2011-S&S

Dated: 1<sup>st</sup> August, 2011

### TENDER NOTICE

Sealed Tenders in two parts (Part-I: Technical Bid and Part-II: Financial Bid) in separate sealed covers are invited by the Under Secretary(S&S), Ministry of Human Resource Development (MHRD), Government of India for Full Service Maintenance Agreement for Sharp make Photocopier installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development for a period of one year with following specifications :

Description	Quantity	EMD amount to accept tender	Time duration for delivery of services
Full Service Maintenance Agreement for Sharp make Photocopier installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development.	43	Rs.20,000/-	one year

- A. Earnest Money Deposit in the form of account payee Demand Draft/ Bankers Cheque/ Fixed Deposit Receipt/ Bank Guarantee in favour of the "Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi" is to be furnished along-with Technical Bid from any Schedule Commercial Bank in acceptable form. Sales Tax Registration Number/ VAT, PAN, TAN, Service Tax registration no. etc. are also required to be furnished.
- B. **Last date of submission of Tender ----- 23.8.2011 up to 3.00 PM**
- C. **Tender opening date and time : ----- 23.8.2011 at 3.30 PM**
- D. MHRD reserves the right to reject any or all the tenders/quotations in full or part without assigning any reason thereof and without giving any compensation. The decision of MHRD in this regard shall be final and binding on all. Tenders received late and not in prescribed form will be summarily rejected. Postal delay shall not be condoned.
- E. Details can be obtained from website [education.nic.in](http://education.nic.in).

  
Under Secretary to the Government of India

### **TENDER CONDITIONS:**

1. **Tenders are invited only from authorized service providers of Sharp make Photocopiers** having minimum experience of 3 years in the field of maintenance of specially SHARP make Photocopiers in Government/Semi-Government Organizations, including Public Sector Undertakings, and those having the requisite competence/capacity to extend the services in question in the past and at least have completed three such FSMA works amounting Rs.10 lakh each during last 3 years (2008-09, 2009-10, 2010-11) and who are able to fulfill contractual obligations.
2. Tenderer must have proven record (to be submitted in writing) in similar maintenance works for the last five (5) years.
3. Quotations should be valid for 270 days from the date of opening of Technical Bids and may have to be extended further if considered necessary by Under Secretary (S&S), MHRD, GOI. Extension may be granted by competent authority if deemed appropriate. The contract may also be terminated at any time without assigning any reason thereof.
4. The tender documents may be obtained till 23.8.2011 and date will not be extended for opening; to facilitate late comers and it will be at their own risk.
5. No Telex/ Telefax/ Telegram/ E-mail of the Technical and Financial bids will be accepted. MHRD is not responsible for Postal/ Courier delays. The parties have to ensure the receipt of bids well in time.
6. If the date of tender submission and opening happens to be unforeseen holiday, the same will be postponed to the next working day without any further intimation.
7. The Under Secretary (S&S) MHRD, New Delhi reserves the right to accept any or all tenders wholly or in part without assigning any reason. The Under Secretary also reserves the right to increase or decrease/extend the quantity or services proposed to be availed.
8. All rules, regulations, orders and instructions issued by the Government of India from time to time relating to procurement / services as intended by this tender shall be suitably applicable.

  
Under Secretary to the Government of India

## SECTION – II: COVERING LETTER

Registered Office 123-C, Shastri Bhawan, MHRD, Dr. Rajendra  
Prasad Road New Delhi– 110001

Fax: 23381355

Telephone: 23384590

E—mail

Reference: T-5-37/2011-S&S Dated 1.8.2011

From  
The Under Secretary ,  
MHRD, Dr. Rajendra Prasad Road  
New Delhi

To,

As per list enclosed

## INVITATION TO TENDER

Description of the works as per the Scope of Work/  
Technical Specifications

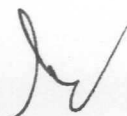
Scope of Tender: As per technical specifications

Tender Enquiry No. (To be indicated in the sealed covers): T-5-37/2011 Dated

Last date & time for receipt of tender: Dated : 23.8.2011 up to 15.00 Hrs.

Date & time of opening tender: Dated: 23.8.2011 at 15.30 Hrs.

Earnest Money Deposit: INR 20,000/- (Rupees Twenty Thousand Only)



Dear Sirs,

Pursuant to your request, I, Under Secretary, MHRD, New Delhi acting on behalf of the President of India have pleasure in enclosing the following tender documents for the above work/services to enable you to submit your binding offer:

- (1) Submission of Tenders
- (2) Instructions to Tenderers
- (3) Terms and conditions
- (4) Scope of Work
- (5) Proforma for Bank agreement (Annexure I.)

Please note that Technical Bid and Financial Bid for the **Full Service Maintenance of Sharp make Photocopier** installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development are to be submitted in sealed covers. Kindly note that price is not to be quoted in the Technical Bid. It should only be quoted in Financial Bid. Non-adherence of this will lead to rejection of your tender.

The envelope should be super scribed as "TENDER NO. Tender: 5-37/2011-S&S DUE FOR OPENING ON **23.8.2011** FOR FULL SERVICE MAINTENANCE AGRREMENT FOR SHARP MAKE PHOTOCOPIERS, TECHNICAL BID / FINANCIAL BID". Late tenders and tenders not on prescribed form, will not be accepted. Tenders by Telex/Telegram/Tele fax will not be accepted. Postal/Courier delay will not be condoned and you have to ensure its delivery well in time.

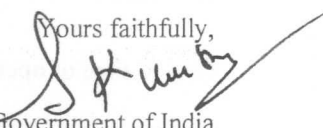
EARNEST MONEY DEPOSIT in the form of Bid Bond is to be enclosed with the Technical Bid, otherwise the tender will not be considered and will be liable to be rejected. No Bank letters will be treated as Earnest Money unless it is Bid Bond.

The Technical Bid (Without prices) will be opened at the time and on the date given in the tender notice, in the office of the Under Secretary, MHRD, in the presence of the tenderers or their authorized representative who wish to be present. The part II i.e. Financial Bids of the Technically suitable offers will be opened at a later date duly intimating the Technically suitable tenderer.

Under Secretary, MHRD, New Delhi, reserves the right to modify, enlarge on the specifications or even cancel the tender before or after price bid opening and such modification, enlargement, or cancellation will be intimated to the tenderers as and when decided. The decision of the Under Secretary, MHRD, New Delhi in this regard will be final and no correspondence will be entertained.

Please acknowledge receipt of the tender document.

Yours faithfully,

  
Under Secretary to the Government of India  
123-C, Shastri Bhawan, Dr. Rajendra Prasad Road  
New Delhi-110001

### SECTION:III: SUBMISSION OF TENDER

From

To

Subject: Full Service Maintenance Agreement (FSMA) for Sharp make Photocopier installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development for a period of one year.

1. Having carefully examined all the documents attached to your invitation to tender No 5-37/2011-S&S dated **1.8.2011** we offer to deliver the **Full Service Maintenance for Sharp make Photocopiers** installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development in conformity with all conditions stated in Invitation to Tender, Instructions to Tenderers, Terms and Conditions of the contract, Time Schedule for completion of supply and other documents and papers etc., as detailed in the tender documents.
2. We enclose herewith the Earnest Money Deposit of Rs 20,000/-/ (Rs. Twenty Thousand Only) -in the form of Pay Order / Demand Draft drawn in favour of PAO (Edu), MHRD, New Delhi..
3. We certify that we have carefully read each and every condition given in this tender documents and understood the same and we confirm our acceptance of the same.
4. We agree to abide by this tender initially for a period **270 days** from the last day fixed for the receipt of tender by MHRD, New Delhi and it shall remain binding on us and order may be accepted at any time before the expiry of that period.
5. We hereby undertake not to withdraw from this tender, during this period of 270 days. However, if we withdraw it, The MHRD represented by the Under Secretary, MHRD, New Delhi (hereinafter referred to as Purchaser) shall have right to invoke the Earnest Money Deposit /Tender Guarantee/Bid Bond without reference to us.
6. I/We also understood that, Letter of Intent for all purposes will be formal binding contract of all terms and conditions stipulated in the tender documents and service provider have to abide by these terms and conditions.
7. We enclose herewith evidence of our experience of execution of works of similar nature and magnitude carried out by us.
8. I/We also understood that, unless and until a formal contract is prepared and executed, the duly executed tender documents together with written Acceptance thereof, by purchaser shall constitute a binding contract between Government of India and ourselves.

Dated this.....day of 2011

For and on behalf of



(With seal)

Signature: .....

Name:

In the capacity of.....

Witness.....

Name in Block Letters.....

Address:.....

.....

A handwritten signature in dark ink, consisting of a stylized 'J' followed by a cursive flourish.



## SECTION IV: INSTRUCTIONS TO TENDERERS

### 1.0 SUBMISSION OF TENDER:

One complete set of tender document shall be issued to each tenderer. All tenders shall be prepared in duplicate by typing or printing with indelible black ink on white paper consequently page numbered in solid binding and each page signed along with duly filled formats.

- 1.1 All amendments/revisions to tender documents issued by the MHRD, if any, must be signed and submitted along with the tender. The tender submitted by the tenderer shall take into account all such amendments/revisions. The tenderers are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender document has any price implications, the same should be considered and included in the price part. The Under Secretary (S&S) MHRD, reserves the right to reject tenders containing **deviations** to the terms and conditions and requirements stipulated in the tender documents. However if the tenderer desires to deviate from the tender conditions, such deviations should be spelt separately and **deviation list** should be attached.
- 1.2 Tenders shall be prepared and submitted in double sealed envelope super scribed as "TENDER NO 5-23/2010 Dated 16/7/2010 due for Opening on 09/8/2010 for Full Service Maintenance for Sharp make Photocopier installed in the Department of Higher Education and Department of School Education & Literacy under the Ministry of Human Resource Development. All the price quotes needs to be cleanly Typed and no hand written quotes shall be accepted. Non-adherence to these will make your tender liable for rejection. The full name, postal address, telegraphic address and telex/tele fax/telephone No. of the tenderer shall be written at the bottom left corner of the sealed envelope.
- 1.3 Quotations will be in two system (i) Technical Bid & (ii) Financial Bid. The 'Technical Bid' will be made and put in the first envelope containing the title 'Technical Bid'. It should contain full information as required in Annexure-A. The 'Financial Bid' will be made and put in a second envelope containing the title 'Financial Bid' with full information as required in Annexure-B. Both bids should be put in a third envelope which should be prominently superscribed as "QUOTATIONS FOR FULL SERVICE MAINTENANCE CONTRACT FOR SHARP MAKE PHOTOCOPIERS" and addressed to the Under Secy.
- 1.4 Insertion, postscript, addition, deletion and alteration shall not be recognized unless confirmed by the tenderer's signature.
- 1.5 The tenderer shall submit the Earnest Money/Bank Guarantee/Bid Bond along with Techno-commercial Bid as per the Proforma enclosed, failing which tender will be rejected.
- 1.6 All the copies of tenders should be complete in all respect with all their attachments/enclosures.
- 1.7 The tenders as submitted will consist the following:
  - ❖ Earnest Money in the form of unqualified tender guarantee/Bid Bond.
  - ❖ Power of Attorney/authorization with the seal of company of person signing the tender documents.
  - ❖ Detailed time schedule indicating various activities tenderer proposes to complete within the time of completion of work/supply.
  - ❖ Duly filled in Annexure (ii) enclosed.

- ❖ Details of work of similar magnitude carried out by the tenderer.
  - ❖ Any other technical information the tenderer wishes to furnish, the tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualifications and he has at his disposal suitable modern facilities and workmanship according to the latest technology and that he is financially in a position to fulfill contractual obligation offered to be undertaken by him. The tenderer shall also satisfy the purchaser that he is competent and legally authorized to submit the tender and/or enter into a legally binding contract with the purchaser.
  - ❖ Date of receipt of tender : As indicated in invitation to tender.
  - ❖ Date and place of opening of the tender : As indicated in the invitation of tender at the office of the Under Secretary, at 123-C, Shastri Bhawan, MHRD, Dr. Rajendra Prasad Road, New Delhi.
- 2.0 VALIDITY OF THE TENDER:** Tender shall remain open for acceptance for a period of not less than 270 days from the date of opening of technical bids.
- 3.0 CLARIFICATIONS**  
The Clarifications if any can be obtained in person from MHRD with prior appointment. All clarifications or interpretation given during the above discussion shall form a part of the specifications and documents shall accompany the tender which shall be submitted by the tenderer within time and date specified in the invitation to the tender. However, the above discussion will be held only to facilitate the tenderer but the arranging or not arranging the discussion will in no way change the date of submission of tender.
- 4.0 PRICE:**  
The prices quoted **shall remain firm and fixed during the contract-period.**
- 4.1** The prices shall be quoted separately for Black & white and Colour photocopier. The tenderer shall **quote per copy charges**, which will include the maintenance charges for maintaining the machines including the plastic parts in proper order throughout the contract period.
- 5.0 RECEIPT OF TENDER**  
Tender should be submitted at 123- C, Shastri Bhawan, MHRD, Dr. Rajendra Prasad Road, New Delhi. The tenderer has the option of sending the tender by registered post or submitting the tender in person, so as to reach the place of tender opening given in the invitation to the tender on or before the date and time set out for the same.
- 6.0 TENDER OPENING**  
The tender will be opened at the time and date set for opening of tenders in the presence of authorized representatives of the tenderer (not compulsory to wait for each one), who wish to attend the tender opening. If the principal wishes to attend, then he can bring one representative along with him who is well versed in English.
- 7.0 LANGUAGE**  
The tender shall be submitted in English language, if any other official languages is used for tender then translation in English should accompany that.
- 8.0 EARNEST MONEY**  
The tender be accompanied by the Earnest Money ( Bid Bond) in the form of demand draft / FDR/ Bankers Cheque or Bank Guarantee (format enclosed at Annexure-C) from any Schedule Bank in India. Bid Bond shall remain un-discharged for such period as may be specified for keeping the tender open. If the tenderer after submitting his tender resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the Bid Bond will be forfeited.

**Tenders not accompanied by Earnest Money Deposit will not be considered and summarily rejected except from firm registered with NSIC or DGS&D or Central Purchase Organisation for such items as on date.**

On non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept open; the Bid Bond shall be discharged. Should the invitation to tender be withdrawn or cancelled by the purchaser, which he shall have the right to do at any time without assigning any reason, bid bond will be discharged. Should the successful tenderer fail or refuse to duly sign the contract within the period fixed by the purchaser or fail or refuse to furnish the 10% security deposit, the Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser. The bank guarantee shall be suitably extended, if such a necessity arises, by the successful tenderer till the date fixed by the purchaser for furnishing the security deposit.

**9.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses of an incidental nature included by him through or in connection with his submission of tenders, even though the purchaser may elect to modify/withdraw the invitation to tender.

**10.0 LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED**

The purchaser reserves the right to accept any tender if it is advantageous to the Government technically and is not bound to accept the lowest alone in Financial bid and need not assign any reasons for non-acceptance.

**11.0 TENDER EVALUATION**

The tenders received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the purchaser, for the complete supply/ services covered under the tender documents.

If found necessary, the tenderer will be asked to explain the salient features and functioning of their system through Audio-Visual on a day fixed by the MHRD, New Delhi and the date and time will be intimated separately. This Audio-Visual explanation is to be carried out at their cost only and expenditure on this count will not be borne by MHRD, New Delhi. However the tenderer may enclose an Audio-Visual Soft copy/hardcopy of the equipment offered to facilitate easy understanding of their product and services.

**12.0 TENDER PRICE**

"Tender Price" shall mean the best price quoted by each tenderer in his proposal for his complete scope of work, IF & FOR site price for complete service.

**13.0 First Technical Bid then Financial bid evaluation of tenders offered by the tenderers shall be basis for award of the contract.**

## **SECTION V: TERMS AND CONDITIONS**

- 1.0 **DEFINITIONS** unless otherwise required by the subject context the terms herein below shall have the following meanings.
- 1.1 **PURCHASER** means the President of India acting through Under Secretary (S&S) MHRD, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001.
- 1.2 **TENDER DOCUMENT** means all documents supplied to tenderer with a covering letter signed by the Under Secretary(S&S), MHRD, Dr. Rajendra Prasad Road, New Delhi-110001 or his authorized representative against payment of Rs 1000/- or Demand draft drawn on any Schedule Commercial Bank in favour of the Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi.
- 1.3 **SUPPLIER/CONTRACTOR / Service Provider** means a successful tenderer with whom order is placed. If OEM is not bidder, no letter etc shall be entertained from OEM except when such clarification has been asked by purchaser.
- 1.4 **INDENTOR** means the Under Secretary (S&S), Department of Higher Education, MHRD, Dr. Rajendra Prasad Road New Delhi-110001.
- 2.0 The tenderer shall quote per copy charges, which will include the maintenance charges for maintaining the machines including the plastic parts in proper order throughout the contract period. Under FSMA, per copy charges will be paid to the selected company on pro-rata basis depending upon the number of copies taken from the machines on monthly basis. Penalty of Rs. 100/- per day for not providing toner and Rs. 300/- per day/default in case of break down time of machine is more than 24 hours.
- 3.0 Tender incomplete in any form will be rejected outright. The tenderer should not be blacklisted from any government department/undertakings. An undertaking as per enclosed proforma to this effect should be enclosed with the technical bid.
- 4.0 The number of Photocopy machines may vary ( $\pm 10\%$ ) from time to time during the contract-period due to addition of new machines after warranty period or due to scrapping of old machines.
- 5.0 The machines shall be taken over under FSMA by the selected firm (s) on "**as is where basis**". No extra payments whatsoever even for any initial repair, if any, will be made to the contractor. Bidders may inspect the machines before quoting.
- 6.0 Immediately on award of contract, the contractor would give a report about taking over all equipment (giving their configuration) in working condition. It shall be the responsibility for the firm to keep all the machines in satisfactory condition throughout the contract period and also to handover the system to the department in working condition on the expiry of the contract. In case any damage on the machines of the department is found, compensation which would be determined by the undersigned will have to be paid by the Firm.
- 7.0 For those machines whose warranty period would expire during the currency of contract if such machines for FSMA is agreed to by the competent authority, the tenderer would be

required to maintain such machine on the same rates as approved by the department.

- 8.0 The firm awarded the work will be required to depute at least two well-experienced Resident Service Engineers / mechanics for the maintenance /servicing/ repair of the gadgets concerned. If any photocopier is not repaired within 24 hours, the firm will provide a standby copier. If, however, the firm fails to carry out repairs/provide a standby copier within 2 days to the satisfaction of the user, a penalty of Rs. 500/- per day or part thereof will be charged for delay beyond two days till such time the copier is repaired.
- 9.0 It will be responsibility of the firm to ensure supply of genuine quality spare parts and consumables of the machines and to keep all machines in working order all the times. The firm should produce original receipt of the bill/cash memo of the parts purchased to be replaced in the machines. **If due to use of poor quality materials/consumables items, health of the machine compromised and ascertained within 30 days notice by two system Engineers ( 1 from manufacturer company and other from hardware division of NIC) complete price of the machine (acquired cost) without depreciation will be recovered from the pending bills and Bank Guarantee and firm will be black listed with name of proprietor with vide circulation to agency.**
- 10.0 The Department reserves the right to cancel the contract at anytime during the currency of the contract, without assigning any reasons whatsoever.
- 11.0 In case of successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- 12.0 Engineer deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government Property/person.
- 13.0 Each page of the tender document should be signed and stamped by bidder in acceptance of the terms and conditions laid down by the Department.
- 14.0 The successful bidder will have to commence the work within 3 days of acceptance of contract. Otherwise the contract will be cancelled and EMD will be forfeited.
- 15.0 The Department reserves the right to extend the contract for such period(s), as it may deem necessary, taking into account the performance of the contractor during the contract-period.
- 16.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**  
On placement of Letter of Intent or intimation of being successful tenderer the Supplier shall furnish Security Deposit-Cum-Performance guarantee in the form of demand draft / FDR/ Bankers Cheque or Bank Guarantee (format enclosed at Annexure-D) from any Schedule Bank in India in favour of the "Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi" for 10% of the value of the full contract. **It should be valid for a period of one Month beyond the period of contract, to ensure faithful execution of the contract.**
- 17.0 **CUSTOMER LIST:** Full Address, Contact Person, Phone No. and Fax No and also Performance Certificate, Total sale/turnover /value of services during last three years if available shall be enclosed with the tender in the absence of this information the offer will be subject to rejection.



#### 18.0 ACCEPTANCE OF TERMS AND CONDITIONS

The supplier must agree to abide by the above set forth terms and conditions.

#### 19.0 PENALTY CLAUSE

- 19.1 Whenever and wherever it is found that the performance is not upto the mark, it will be brought to the notice of the supervisory staff of the bidder and if no action is taken within one day @ Rs. 500/- per day per complaint will be imposed by invoking the penalty clause.
- 19.2 Any misconduct/misbehavior on the part of the resident engineer deployed by the bidder will not be tolerated and such person will have to be replaced by the bidder at his own costs, risks and responsibilities immediately, with written intimation to the department.
- 19.3 The bidder should ensure to maintain the adequate number of Service Resident Engineers. In case the service resident engineer absents from duty, a reliever of equal status shall be provided by the bidder or else a penalty @ **Rs. 1500/-** per engineer per day will be deducted from the bill.
- 19.4 Any deviation in the quality of parts replaced quantity quoted will invoke penalty as decided by the competent authority.

#### 20.0 LIQUIDATED DAMAGES

In the event of the contractor's failure to have the services by the date/dates in the contract the purchaser may without prejudice to his any other rights hereunder, recover from the contractor, as liquidated damages and not by way of penalty the sum of 0.5% percent of the contract price of the undelivered services for each and every week or part thereof, which will be maximum up to 10% of the contract price. But if the delay arises from any cause which the contractor should promptly notify the purchaser and the purchaser admits it as reasonable ground for the further time, and delay is not attributed to the contractor, no liquidated damages will be leviable during the additional time thus agreed. In the event of the contractor's failure to deliver the services as per the contract-agreement, the Under Secretary (S&S), MHRD, New Delhi may at his discretion recover from the contractor liquidated damages out of the security deposit.

#### 21.0 ARBITRATION:

In case of any dispute or difference arises out of or in connection with or carrying out of works (whether during the progress of the works or after their completion and whether before after determination, abandonment or breach of contract) except as to any or the matters, provided hereunder, the parties hereto, shall first endeavor to settle such dispute or differences amicably.

If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 21 days of such failure) give a written notice to other party requiring that all matters in dispute or difference be arbitrate upon, such written notice shall specify the matters which are indifferences or of differences of which such written notice has been given and no other matters shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or incase of disagreement as to the appointment of a single arbitrator, to two arbitrators are to be appointed by each party or in case of said arbitrators not agreeing them, to the umpire, to be appointed by the arbitrators in writing before entering upon the references. Provisions of **Arbitration and Conciliation Act 1996 or any statutory modification or reenactment**, thereof and rules framed there under from time to time shall apply to such arbitrations.

**Venue** of arbitration shall be New Delhi, India. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The Indian Laws shall govern this contract for the time being in force. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of the parties. Pending references to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrators or the Umpire, as the case may be.

**The Award** of the Arbitrator or Arbitrators, as the case may, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the supplies by reason of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Supplier hereby also agree that arbitration under this clause shall be a condition precedent any right of action under the contract.

#### **22.0 PATENT RIGHTS AND ROYALTIES:**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made or any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard. The contractor shall at his own cost and expense, defend all suits or proceeding that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expenses of the contractor who shall also satisfy comply and degree, order, order of award made against the Purchaser. But it shall be understood that no such machine, plant work material or thing has been used by the purchaser for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. In the event of any apparatus or equipment or any part there of furnished by the contractor is in such suitor proceeding held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the Purchaser, the right to continue use of said apparatus infringing apparatus or modify it, so it becomes non infringing.

#### **23.0 RISK CLAUSE**

Department reserves the right for termination of contract at any time by giving one month's written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of the bidder and excess expenditure incurred on account of this will be recovered by the department from his security deposit or pending bill or by raising a separate claim.

#### **24.0 JURISDICTION & APPLICABLE LAW**

The Laws of India shall govern the Contract. All disputes shall be decided within Jurisdiction of Hon'ble Delhi High Court.

#### **25.0. CLEANING SERVICES**

The firm has to ensure they will monitor the machine regularly and clean the machine at least once fortnightly for proper maintenance.



## 26.0 CORRESPONDENCE

All information, correspondence letters & details that accompany the tender documents and all further correspondence in connection with tender to be submitted in two copies to:

**Under Secretary (S&S),**

**123-C, Department of Higher Education, MHRD, GOI**

**Dr. Rajendra Prasad Road, New Delhi-110001**



## **SECTION VI: SCOPE OF WORK**

- 1.0 The maintenance work will have to be carried out in the premises of the Departments, the offices of which are located in Shastri Bhavan, Jeewandeep Building, R.K. Puram or in the Parliament House. The photocopiers in question installed at the residential offices of Ministers in the Ministry/Department are also covered under the contract.
- 2.0 The 'maintenance contract' shall be comprehensive in nature and shall, therefore, essentially include servicing and repairs / replacement of any or all parts/spare parts (genuine company brand) including supply of toner during the currency of the contract at the exclusive risk, responsibility and the cost of the contractor. The rates to be approved on the basis of quotations shall be valid for the whole of the period of contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out the requisite servicing and all sorts of repairs and also to provide genuine OEM spare parts of the machine and to keep them in proper working condition throughout the period of contract. The number of Photocopier may increase or decrease. However the payment will be made in respect of the photocopier actually maintained/repaired.
- 3.0 The tenderer shall quote per copy charges, which will include the maintenance charges for maintaining the machines including the plastic parts in proper order throughout the contract period. Under FSMA, per copy charges will be paid to the selected company on pro-rata basis depending upon the number of copies taken from the machines on monthly basis. Penalty of Rs. 100/- per day for not providing toner and Rs. 300/- per day/default in case of break down time of machine is more than 24 hours.
- 4.0 Tender incomplete in any form will be rejected outright. The tenderer should not be blacklisted from any government department/undertakings. An undertaking as per enclosed proforma to this effect should be enclosed with the technical bid.
- 5.0 The number of Photocopy machines may vary from time to time during the contract due to addition of new machines after warranty period or due to scrapping of old machines.
- 6.0 The machines shall be taken over under FSMA by the selected firm (s) on "as is where basis". No extra payments whatsoever even for any initial repair, if any, will be made to the contractor. Bidders may inspect the machines before quoting.
- 7.0 Immediately on award of contract, the contractor would give a report about taking over all equipment (giving their configuration) in working condition. It shall be the responsibility for the firm to keep all the machines in satisfactory condition throughout the contract period and also to handover the system to the department in working condition on the expiry of the contract. In case any damage on the machines of the department is found, compensation which would be determined by the undersigned will have to be paid by the Firm.
- 8.0 For those machines whose warranty period would expire during the currency of contract if such machines for FSMA is agreed to by the competent authority, the tenderer would be required to maintain such machine on the same rates as approved by the department.

- 9.0 The firm awarded the work will be required to depute at least two well-experienced Resident Service Engineers / mechanics for the maintenance /servicing / repair of the gadgets concerned. If any photocopier is not repaired within 24 hours, the firm will provide a standby copier. If, however, the firm fails to carry out repairs/provide a standby copier within 2 days to the satisfaction of the user, a penalty of Rs. 500/- per day or part thereof will be charged for delay beyond two days till such time the copier is repaired.
- 10.0 It will be responsibility of the firm to ensure supply of genuine quality spare parts and consumables of the machines and to keep all machines in working order all the times. The firm should produce original receipt of the bill/cash memo of the parts purchased to be replaced in the machines. **If due to use of poor quality materials/consumables items, health of the machine compromised and ascertained within 30 days notice by two system Engineers ( 1 from manufacturer company and other from hardware division of NIC) complete price of the machine (acquired cost) without depreciation will be recovered from the pending bills and Bank Guarantee and firm will be black listed with name of proprietor with vide circulation to agency.**
- 11.0 The Department reserves the right to cancel the contract at anytime during the currency of the contract, without assigning any reasons whatsoever.
- 12.0 In case of successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- 13.0 Engineer deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government Property/person.
- 14.0 Each page of the tender document should be signed and stamped by bidder in acceptance of the terms and conditions laid down by the Department.
- 15.0 The successful bidder will have to commence the work within 3 days of acceptance of contract. Otherwise the contract will be cancelled and EMD will be forfeited.

**TECHNICAL BID**

1. Tender reference no:
2. Name of tenderer:
3. Due date & time:
4. Opening date & time:
5. The tender shall remain valid for acceptance for 270 days, from the date of tender opening.
6. Details of Techno-commercial Bid:

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, Designation, Address and telephone No. of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Copy of PAN card issued by Income Tax Department	
5.	Sales Tax No. /VAT No. /Service Tax No.	
6.	Certificate of i) <b>Authorized service provider of Sharp Photocopiers</b> ii) Minimum experience of 3 years in the field of maintenance of specially SHARP make Photocopiers in Government/Semi-Government Organizations, including Public Sector Undertakings (Documents to be enclosed)	
7.	Certificate regarding the requisite competence/capacity to handle the jobs in question and at least have completed three such similar maintenance works amounting Rs.10 lakh each during <u>last 3 years</u> ie., each year of 2008-2009, 2009-2010, 2010-11.	
8.	Indicate whether blacklisted/terminated in the past in any Deptt.	
9.	Details of Bid Security/Earnest Money deposit : a) Amount : b) Demand Draft/Pay Order/ Banker Cheque No. : c) Date of issue : d) Name of issuing Bank :	
10.	Any other information	

**Declaration by the bidder :**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

*Signature of the Tenderer with Seal*

**Note : Please indicate the page numbers where documents attached. The entire tender document should be serially page numbered including enclosures.**

## FINANCIAL BID

1. Tender reference no:
2. Name of tenderer:
3. Due date & time:
4. Opening date & time:
5. The tender shall remain valid for acceptance for 270 days, from the date of tender opening.
6. Details of price-bid:

Sl. No.	Description	Per Copy charges for maintaining the machines including plastic parts in proper order throughout the contract period	
		Rs. per copy in figures	Rs. per copy in words
1.	BLACK & WHITE		
2.	COLOUR		

(All the price quotes needs to be cleanly Typed and no hand written quotes shall be accepted. Non-adherence to these will make your tender liable for rejection.)

7. Separate list should be attached where required in the same format giving details of each item and cost. However, total cost should be mentioned at appropriate column in the above table (s).
8. OTHER CONDITIONS FOR PRICE BIDS:
  - I. No unilateral revision in price will be admissible.
  - II. In case any of the subheads are included in the total cost, the same should be specified.
  - III. Any optional indicated in technical bids must be priced separately. In case separate spares / accessories are applicable, their list and price should be clearly indicated separately.
  - IV. Any other information bidder likes to add should be mentioned.

Tender Reference No. : .....

Fax/Telex No. : .....

Tele No. : .....

Signature of Tenderer : .....

Name in Block Letters : .....

Full Address : .....

: .....

Station :

Date :

Office stamp/ seal:

