

F.No.5-32/2011-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

Room No.123-C, Shastri Bhawan
New Delhi, 15 March, 2012

Subject:- Annual Maintenance Contract for Fax Machines installed in the Ministry of HRD-reg.

SEALED tenders are invited from reputed firms for comprehensive 'Service Maintenance Contract' in respect of **Fax machines of different make & model** installed in the Ministry of Human Resource Development for a period of one year initially, extendable further on a year to year basis for two more years, depending on the performance of the firm, on the terms and conditions enumerated in the following paragraphs:-

- (i) **Only Authorized Service Providers of fax machines** having adequate experience, of not less than 5 years in the relevant field, i.e., in the maintenance of 50 fax machines or more per year, of all types & models in the Government Ministries / Departments / Government or Semi-government organizations, including Public Sector Undertakings, and having the requisite competence / capacity to do / handle the jobs relating to the maintenance of all makes & models of Fax machines efficiently and effectively are eligible to participate in the tender process.
- (ii) The firms desirous of taking part should have registered an annual turnover of **Rs.5 lakhs** (Rupees Five Lakhs) or more, in the Service/Maintenance of Samsung make Fax Machines, **each year during the last 3 years**. Proof of the same must be attached in the form of CA certificate / Balance Sheet / Profit & Loss A/c.
- (iii) Preference will be given to firms having valid ISO 9001-2000 Certificate, for providing Maintenance and facility management services for information technology infrastructure.
- (iv) **As most of the FAX machines installed in Ministry of Human Resource Development are of Samsung make, the firm should have authorized service provider certificate from the Samsung.**
- (v) The bidder should have their own service center set up and they should have complete tools for support / repair of Fax machines.
- (vi) **The contract will be initially awarded for a period of One year; extendable year on year basis for a maximum of two extensions, subject to the condition that the services rendered are satisfactory.**

Sanjay
15/3/12

2. **The Bid document should contain the following details:-**

- (i) Name of the firm
- (ii) Business address of the firm
- (iii) Telephone No.
- (iv) Mobile No.
- (v) Annual turnover of the firm with proof for the last three years.
- (vi) Copy of the details of the past experience of providing maintenance & services as indicated at para – 1 above.
- (vii) Performance certificates issued by at least 3 (three) reputed customers for maintenance of Fax machines in separate Ministries/Depts./PSUs during the last three years. (Self certified copied to be enclosed).
- (viii) Copy of the latest Income Tax return (along with PAN / TIN with proof).
- (ix) Copy of the Registration / Licence No. of the firm.
- (x) The earnest Money of Rs.25,000/- (Rupees Twenty Five thousand only) through a Demand Draft / Pay Order (No. _____ and date _____).
- (xi) VAT Account No.
- (xii) The bidder should have firm's Service Tax number with latest Service Tax Challan (proof the same must be attached). Copy of the PAN No. based Service Tax Number to be attached.

3. The participating firm is required to attach copies of relevant audited balance sheets and / or other documents in support of this. **The companies / registered firms having ISO certification will be given preference.** While submitting the quotations, the intending firm shall have to furnish tender authority proof of the pre-qualification, experience, antecedents, financial standing, latest Income Tax return, Sales Tax Number, Service Tax Number, Vat No., PAN No. & work contract certificate (registered in their names), etc. The sealed cover containing tenders, complete in all respects should be **dropped in the Tender Box** placed at Information & Facilitation Centre, Ministry of Human Resource Development, Gate No. 6, Shastri Bhawan, New Delhi **on or before 3.00 PM on or before 12.4.2012.** Tenders received after 3.00 PM would not be accepted whatsoever.

Envelopes containing the bid should be superscribed as under:

“Quotation for ‘Comprehensive service maintenance Contract’ of FAX machines”:
Tender opening Date: **12th April, 2012.**

4. The firms are also required to prove their competence for undertaking the job of ‘maintenance’, etc., and shall, therefore, furnish their standing and goodwill through a certificate / documentary proof from Government Ministries / Departments/ PSUs. List of the present contracts in the Government Ministries / Departments / PSUs should also be enclosed to the quotation.

5. The Bids received within the stipulated time on the last date of receipt of quotations will be **opened at 3.30 PM on the same day** ie., 12th April, 2012. The tenderers may be present at that time or may, if so desire, depute one of their representatives to be present at the time of opening the tenders.

Sanjay
-15/3/12

6. The number of Fax machines proposed to be covered under the comprehensive annual maintenance contract is 48, the details of which are given below:-

S.No.	Brand / Make	Quantity
1	Samsung, 565 PR -	28 Nos.
2	Samsung 4216	5 Nos.
3	Samsung 5100P	1 No.
4	Samsung 4521	3 Nos.
5	Canon L-220	3 Nos.
6	Canon L-140	1 No.
7	Sharp AM 400	4 Nos.
8	Sharp F.O 650	1 No.
9	Panasonic – C-1100	1 No.
10	Toshiba DP 50F	1 No.
	Total	48 Nos.

(Note: The number of equipment for the purpose of 'service maintenance contract' is liable to vary / change from time to time. In that situation, the amount of AMC will also vary according to the number of machines on a particular date.)

7. The proposed comprehensive 'Annual Service Maintenance Contract' shall be governed and regulated by the terms and conditions enumerated in the following paragraphs:-

- (i) The tenders should be accompanied by an **Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft / Bankers Cheque drawn in favour of the Pay and Accounts Officer (Edu), Shastri Bhawan, New Delhi.** EMD in any other form, i.e., in Cash, etc., shall not be accepted. The tenders received without EMD in the above said manner or the tenders incomplete in any other respect shall be summarily rejected, and no tenderer shall have any right to represent it even if his / her quotation happens to be the lowest.
- (ii) **The EMD of the firms whose quotations are not approved / accepted will be released after finalisation of the contract.** The earnest money of the firm whose quotation is accepted / approved will be released only after the firm concerned deposits with the Department necessary Security Deposit mentioned below.
- (iii) The EMD shall stand forfeited if a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender / quotation by any of the tenderers.
- (iv) The job of maintenance shall be entrusted on the basis of **all-inclusive rate (all spare parts to be supplied / provided by the contracted firm itself) contract on 'As is where is basis' on competitive rates.** The Department reserves the

Sanjiv
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- right to accept or reject any quotation, in whole or in part thereof, without assigning / specifying any reason therefor. The Department also reserves the right to award the maintenance work of all the systems / equipment or specified systems / equipments or a specified item of work to a particular firm.
- (v) It will not be obligatory for the Department to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any tenderer. There is also no obligation on the part of the Department to inform the unsuccessful tenderers of the outcome of the tender process.
- (vi) The Department also reserves the right to add into the contract additional number of systems during the currency of the contract for the purpose of maintenance on the same approved rates and the same terms & conditions. Likewise, the Department also reserves the right to exclude from the contract any number of Fax machines if they are found to be unserviceable at any point of time during the currency of the contract. The contractual charges payable will be modified accordingly.
- (vii) The 'full-service' maintenance shall be comprehensive in nature and shall, therefore, essentially cover general & breakdown, servicing and repairs / fixing / replacement of all or part of the electrical / electronic, and / or mechanical components & parts of the Fax machine, during the currency of the contract at the exclusive risk, responsibility and the cost of the contractor. The contractor firm should also be in possession of necessary device drivers for the purpose of installation of fax machines, wherever and whenever necessary. The term 'maintenance' shall also include rectification of all hardware and software problems / defects and also include cost of all parts / repairs / replacements necessary for the proper maintenance / functioning of the aforesaid systems. No extra charges for any general wear and tear / spare parts, etc. shall be made by the Department.
- (viii) The tenderer shall accordingly be required to quote all-inclusive rates for the maintenance of all the systems mentioned in para 6 above. **Rates per unit / item & per annum** should accordingly be quoted on a separate sheet duly signed by the proprietor and stamped by the firm. The rates quoted shall be mentioned by the tenderer both in figures and words. Partial quote will be summarily rejected. There should be no erasing or overwriting, whatsoever. Additional information, if any, having relevance on the subject may also be furnished in the quotation along with profile and other relevant documents.
- (ix) **The firms shall also note that while quoting rates for the maintenance of Fax machines, the requirement as specified in sub-para (xviii) below for one (One) resident engineer on daily basis for this purpose must be kept in mind.**
- (x) Before undertaking the maintenance work, the successful firm should take over from the existing contractor firm all the Fax machines, for the purpose of maintenance. While taking over the systems for maintenance, they shall be required to affix their 'identity' stickers showing the firm's name, contact telephone numbers etc., and also prepare a list containing all the relevant information of the systems along with the name of the user-section / desk / office & the name of the contact person. These lists will be cross verified by the Department and modifications / corrections, if any, required will be carried out and the exact number of systems will then be accordingly decided and fixed / reckoned finally for the purpose of maintenance work.
- (xi) The successful firm will be free to inspect the systems before taking them over for maintenance.

Sanjiv
-15/5/12

- (xii) The firm are requested to attach a copy each of the latest Income Tax return, Sales Tax Number and Works Contract Certificate, and the attested copies of documentary proof(s) in support of the past and present experiences and the certificates proving the satisfactory completion of similar types of work having been executed in various Government Ministries / Departments / PSUs during the past three years. The firms should also indicate, VAT A/c, TIN, PAN number allotted to them by the Income Tax Department (**proof to be attached**). They are also required to attach true copies of the audited balance sheets and other relevant statements to prove their financial standing.
- (xiii) The contract will remain in force for a **period of One year** from the date of award. The Department, however, reserves the right to review the performance of the contractor firm whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case the performance and the service rendered by the contracted firm is found to be unsatisfactory. The decision taken by the Department in this regard shall be final and binding upon the firm. The Department further reserves the right to renew the contract on a year to year basis for two more years or for such period(s) less than that as it may deem necessary, taking into account the satisfactory performance of the contractor firm during the currency of the contract.
- (xiv) The Department also reserves the right to terminate the contract at any time without assigning any reason therefor. The decision of the Department in this regard shall be final and binding upon the successful tenderer.
- (xv) The successful tenderer will be required to furnish a '**Security Deposit**' of **Rs.35,000/- (Rupees Thirty Five Thousand Only)** within the period to be specified by the Department for this purpose. The Security Deposit shall be in the form of a Bank Guarantee / Post Office Savings Bank Account, pledged in favour of the Pay and Accounts Officer (Edu), Ministry of Human Resources Development, Shastri Bhawan, New Delhi. The Security Deposit in any other form such as cheques / Demand Drafts will not be accepted under any circumstances. The Security Deposit will be refunded only after the successful and satisfactory completion of the contract. This deposit is liable to be forfeited in full or in part, if during the period of contract, the services of the contractor firm are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened / breached, and/or towards any damage caused to Government due to negligence on the part of the contractor or his employees. The decision of the Department in this regard shall be final and binding on the firm. Moreover, this forfeiture may be in addition to any action by the Department that the contractor firm may invite upon themselves due to any of the reasons specified in this tender document.
- (xvi) If the successful firm (tenderer) also undertakes identical work in other Ministries/ Departments at rates lower than the rates approved / accepted by this Department, the firm shall have to charge at those rates from this Department as well.
- (xvii) The firm entrusted with the work will have to do the 'maintenance' work during the entire period of contract, from the date of award, at the rates to be finally approved / accepted by the Department, which 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 all the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged / worn out parts, etc, with the genuine and standard quality spare parts that are very much essential

Sanjeev
15/3/12

for the proper maintenance / upkeep of the systems / equipment(s) concerned throughout the period of contract. If for any reason, the firm is not able to do so, the work will be got done through / from some other firm or from open market at the cost of the approved tenderer and the expenditure so incurred shall be recovered from the security deposited by the contractor firm and/or from the dues payable to them. The Department shall bear no extra cost for anything whatsoever after these systems / equipment, etc, are handed over to the successful tenderer and subsequently taken over by him. No extra payment, whatsoever, on account of natural calamities or otherwise will be made to the contractor except the all-inclusive rates and the rates permitted under the contract.

- (xviii) For the regular and proper maintenance / upkeep of the computer systems, printers and other systems that are covered under the contract in question, and for instantaneously attending to the complaints received from officers / members of the staff of this Department, **the firm shall have to depute to this Department at least (1) One well-qualified service engineer** having adequate knowledge and wider experience in the relevant field, on full day basis, as Resident Engineer, in Shastri Bhawan. Importantly, it should be ensured by the successful tenderer that all resident service engineers are deputed for the purpose of maintenance of Fax Machines. The contractor firm should also ensure that the persons so deputed for the 'maintenance' work have at least 3 years of pervious experience in the servicing / maintenance of at least 100 Fax machines in the Government Departments / Semi-Government organizations / PSUs / other well-reputed organizations, etc.

The service engineers deputed for the maintenance work should report to the dealing hand in S&S Section of this Department at 9.00 AM daily on all working days and should attend to the complaints as per the complaint register being maintained for this purpose. Before leaving at the close of office at 5.30 PM, the engineer should indicate in the said register the status of the complaints attended to by him during the day. Once a person is deputed as a 'Resident Engineer' to this Department, he should be changed only after intimating the competent authority giving due reasons. However, the firm shall be bound to change the person, if so desired by the competent authority, within 24 hours on intimation.

- (xix) The 'Full Service Maintenance Contract' shall essentially consist of 'Preventive' as well as 'Corrective' maintenance. Hence the successful tenderer should undertake / carry out necessary exercises to ensure corrective as well as preventive maintenance of the systems concerned.

8. Scope of Work :

- (i) The contracting firm should ensure that all the complaints are attended to by the resident service engineers immediately. The complaint calls received directly from the users concerned shall also be duly honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the downtime for a system, which should not, in any case, be more than 24 hours. In case, the systems concerned remain either unattended or defective even after the specified downtime for want of repairs / replacements, etc. or due to fault / neglect of the contractor firm or its service engineers, **a deduction of**

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Rs.200/- per day & per machine will be made as (or towards) penalty from out of the contractual charges payable for the maintenance, etc.

In the event of more number of complaints on a particular day and/or the resident engineer deputed is not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute one or more service engineers, as may be required, in order to ensure that work of the Department does not suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

- (ii) In the event of any or part of the systems covered under the AMC to be taken to workshop for repair etc., the contractor firm should also provide appropriate stand-by equipment / system etc., so as to ensure that the work of the users concerned is not hindered. For this purpose, the contractor firm shall keep sufficient quantity of spare parts ready in Shastri Bhavan.
- (iii) Should any need or eventuality arise, the Department shall, within its competence, requisition the services of the resident service engineers / mechanics of the contractor firm outside the working hours, including on Saturdays / holidays. No payment or any additional remuneration shall, however, be made for this purpose.
- (iv) The selected contractor firm shall also provide functional Mobile Phones to the service engineers for contact and urgent communications.
- (v) The contractor firm will be entirely responsible for any loss caused to Government by way of inflicting any damage to the systems / equipment or to any other Government property as a result of negligence or carelessness on the part of the contractor firm or its authorized engineers / representatives or for any default occasioned due to use of parts / spares supplied by the firm. The contractor firm should make good the financial or any other losses caused to / suffered by the Government on this account. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred by the Department, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
- (vi) In case, the contractor fails to cope up with the workload or doesn't render satisfactory services or dishonour the contract in any way, the contract awarded shall be liable for summary cancellation / termination forthwith, without any notice, and the security deposit and payment due to him, if any, shall also be forfeited. The Department is free to entrust the job to any other firm / party at the risk and expenses of the defaulting contractor. In this connection, decision of the authority competent in the Department shall be final and binding on the contractor.
- (vii) **Under no circumstances shall the successful contractor firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the competent authority.**
- (viii) The contractual charges payable for the maintenance of items indicated in para 6 above will be released in four instalments and on quarterly basis, i.e., at the end of each quarterly period, on the basis of the satisfactory performance of the contractor firm during the respective quarterly periods. For this purpose, the firm should submit pre-receipted bill / invoice of their claim after completion of every quarter.

Sanjay
25/3/12

- (ix) On expiry of the contract, the firm will have to hand over the systems in perfect working condition to the Department, failing which suitable amount will be deducted from the security deposit. The decision of the competent authority shall be final and binding upon the contractor firm.
- (x) There is no obligation on the part of the Department to inform the unsuccessful tenderers of the outcome of the tender process, but successful tenderers name will be given on website of Ministry.
- (xi) **A specific mention must also be made in the quotation to the effect that the terms and conditions mentioned above are acceptable to the firm in full. This is mandatory for all the tendering firms who are desirous of participating in the tender process.**
- (xii) Quotations incomplete in any respect are liable to be rejected without assigning any reason therefor. The decision of the competent authority shall be final and binding upon the contractor firm.
- (xiii) If need be and as the Department may so desire, the successful contractor firm shall also have to enter into an agreement with the Department for the said 'Service maintenance' on the terms and conditions stipulated as above.
- (xiv) The jurisdiction for legal disputes, if any arising during the currency of the contract will be settled in Delhi courts only.
- (xv) Tenderers may please quote their unconditional rates strictly in the attached proforma. Cutting / overwriting, if any, should be countersigned.
- (xvi) Bids should be serially page numbered.

9. The firms intending to participate in the tender process with their offer of rates are expected and, are also advised, to read and fully understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their tender, as no change or violation / deviation of the aforesaid terms and conditions shall be permissible once the quotation is accepted by this Department. The successful tenderer will be required to sign a copy of the tender in token of having accepted the terms and conditions. The firms whose tenders are not accepted / approved by the Department shall send in necessary letter of authorization, etc., to facilitate early refund of the Earnest Money Deposit, after finalization of the contract.

(Sanjeev Shrivastva)

Under Secretary to the Govt. of India

Tel. No. 2307 3109

Copy to:-

1. Programmer, CMIS, MHRD with a request to upload this Tender Document in the Ministry's website.
2. CPP Portal, Government of India.

May kindly see.

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ANNEXURE-I**SAMPLE PROFORMA**

QUOTATION FOR ANNUAL CONTRACT FOR COMPREHENSIVE SERVICE MAINTENANCE OF FAX MACHINES IN THE DEPARTMENT OF HIGHER EDUCATION AND THE DEPARTMENT OF SCHOOL EDUCATION AND LITERACY.

Sl. No.	DESCRIPTION	DETAILS	At Page No.
1.	NAME OF THE FIRM (In block letters)		
2.	Address		
3.	Annual turnover of the firm with proof for last 3 years in the form of CA Certificate in original with CA's Registration No.		
4.	Telephone Nos.		
5.	Mobile No.		
6.	Copy of the details of the past experience of providing maintenance & services as indicated at para (i) of tender document. (Proof of maintaining 50 or more Fax machines per year for 3 years to be enclosed)		
7.	Performance certificates issued by at least 3 (three) reputed customers for maintenance of 50 or more Fax machines in individual Ministries/ Deptts./ PSUs		

Manjiv 15/3/12

	during the last three year. (self certified copies to be enclosed).		
8.	Copy of the Income Tax return (along with PAN / TIN number with proof).		
9.	Copy of the Registration / Licence No. of the firm.		
10.	The earnest Money of Rs.25,000/- (Rupees Twenty Five thousand only) through a Demand Draft / Pay Order		
11.	VAT Account No.		
12.	The bidder should have firm's Service Tax number with latest service Tax Challan (proof of the same must be attached).		
13.	Whether ISO 9001 – 2000 certificate possessed.		
14.	Whether authorized Service Provider to Samsung / Panasonic/ Others etc.		
15.	Address of the Workshop/ Service Centre (with telephone number)		

(Signature in full): _____

Name of the firm: _____

Seal / Stamp of the firm: _____

(Note: Attach photocopy of each of the valid certificates from the relevant authorities along with the copies of audited balance sheets, etc., and of other relevant documents / papers explained in the main Tender Document)

Sanjay
15/3/12

ANNEXURE-II

I / We hereby submit our quotation / bid for the **comprehensive service maintenance** of the following Fax Machines installed in the Department of Higher Education and the Department of School Education & Literacy:-

(Rates to be clearly mentioned excluding Tax)

S.No.	Brand / Make	Quantity	Rate in Rupees per machine
1	Samsung, 565 PR -	28 Nos.	
2	Samsung 4216	5 Nos.	
3	Samsung 5100P	1 No.	
4	Samsung 4521	3 Nos.	
5	Canon L-220	3 Nos.	
6	Canon L-140	1 No.	
7	Sharp AM 400	4 Nos.	
8	Sharp F.O 650	1 No.	
9	Panasonic – C-1100	1 No.	
10	Toshiba DP 50F	1 No.	

Rate of Tax (may be indicated clearly) in % terms

Note- The number of equipment for the purpose of Service Maintenance Contract is liable to vary / change from time to time. No payment will be made by the Department for the inter or intra-campus shifting / installation of the systems. Important Deviations, if any, should be clearly indicated by the firms.

Sanjay
15/3/12

UNDERTAKING

- (i) I / We do hereby solemnly declare / undertake that I / We have completely read and understood the terms and conditions attached to the 'Service Maintenance Contract' in question, for which the all-inclusive rates as above have been submitted, and that they are acceptable to us in full;
- (ii) I / We do also hereby declare / undertake that the all-inclusive rates quoted as above are submitted after fully understanding and in accordance with the relevant clauses of the terms & conditions of the contract;
- (iii) I / We do also hereby undertake that the damages caused, if any, to the equipment / systems or to any other property of the Government through out negligence or on the part of the employees deputed by us for the maintenance work in the Department shall be at our risk and responsibility and that we shall make good the financial or any other loss that is resultantly sustained by the Government because of such negligence; and
- (iv) I / We do also hereby declare that the decisions of the Government of India, Department of Higher Education and the Department of School Education & Literacy, on all the matters connected to the contract in question, and on the matter of disputes arising due to the provisions of this contract shall be final and binding on me / us / our firm.

(Signature in full) : _____

Name of the firm: _____

Seal / Stamp of the firm: _____

Contact Phone No / Mobile No: _____

Sanjay 5/13/12