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No.5-44/2014-S&S  
Government of India  
Ministry of Human Resource Development  
Department of Higher Education  
(S&S Section)  
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**TENDER DOCUMENT**

Annual Contract for FSMA of Photocopier machines installed in the Ministry of Human Resource Development, Shastri Bhawan, New Delhi.

Date of issue of Tender Document:	January, 2015
Last Dates & Time for submission of Tender Document	Up to 3.00 P.M. on 28 <sup>th</sup> January, 2015
<b>Date &amp; Time for opening of Tender Document</b>	
Technical Bids	At 3:30 P.M. on 28 <sup>th</sup> January, 2015
Financial Bids of eligible Tenderers	Would be informed later.

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*Sanjeer*  
7/1/15

No.5-44/2014-S&S  
Government of India  
Ministry of Human Resource Development  
Department of Higher Education  
(S&S Section)

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Shastri Bhawan, New Delhi.  
Dated: 7 January, 2015

**E-Tender Notice**

Subject: E-Tender for FSMA of Photocopier machines installed in the Ministry of Human Resource Development, Shastri Bhawan, New Delhi.

Ministry of Human Resource Development invites e-tenders on CPP portal in two bid system (Part-I: Technical Bid and Part II: Financial Bid) for award of contract for FSMA of Photocopier machines installed in the Ministry of Human Resource Development, Shastri Bhawan, New Delhi. The FSMA will be subject to Scope of work and Terms & Conditions of the contract as at **Annexure-I & Annexure -II**. The last date of receipt of quotation is by **3.00P.M. on 28.1.2015**. The Technical and Financial bids, in prescribed format and other required document as per tender notice should be submitted on CPP portal website i.e. <http://eprocure.gov.in/cppp>. Bidders are requested to furnish/upload scanned copies of all documents in pdf. format. **EMD of Rs. 1,00,000/- (Rupee One Lakh Only)** drawn in favour of "Pay & Account Officer(Education), Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001 must be submitted to the Section Officer, S&S Section, Room No. 123-C, Shastri Bhawan, New Delhi on or before last date of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents. The successful bidder will be required to provide a **Performance Security Deposit of Rs. 2,00,000/- (Rupee Two Lakhs Only)** upon award of the contract. The technical bid will be opened on **28.1.2015 at 3.30 P.M.**

2. The prospective bidders are requested to go through the enclosed, Terms and Conditions of the contract carefully. **The bid documents (Technical and Financial) are to be submitted as per Annexure III & IV**. The rates quoted should be inclusive of all charges. Taxes, if any, may be indicated separately in financial bid. No correction either in the technical bid or financial bid is permitted. Incomplete or ambiguous bids without documentary proof will not be considered. The tender document can be downloaded from the website <http://eprocure.gov.in/eprocure/app>.

3. Bidders may also contact toll free No. 18002337315 of Central Public Procurement portal for obtaining guidance to fill online tender.

*Sanjeev Shrivastva*  
- 21/1/15

(Sanjeev Shrivastva)  
Under Secretary to Govt. of India  
Tel. No. 23073109.

**SCOPE OF WORK AND TERMS & CONDITIONS**

- 1.0 The Ministry of Human Resource Development is having 87 photocopier machines of different makes (82 Sharp make photocopiers, Canon make – 2 Nos, Kyocera – 2 Nos and HCL – 1No.) installed in the office / residential office of Ministers / Parliament House Office etc. 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 and residential offices of the Ministries.
- 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 all consumables such as toner etc., 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 Photocopiers may increase or decrease.
- 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 depending upon the number of copies taken from the machines on monthly basis.
- 4.0 Tender incomplete in any form will be rejected outright. The tenderer should not have been blacklisted by any government department/undertakings.
- 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 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 & place of installation) in working condition, duly signed by the officer concerned. 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 agreed to by the competent authority, the tenderer would be required to maintain such machines 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

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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 the 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 Ministry reserves the right to cancel the contract at anytime during the currency of the contract, without assigning any reasons whatsoever.
- 12.0 In case the 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 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 Initially the contract will be awarded for a period of one year from the date of award, which can be extended for two years, one year at a time (ie., a total of 3 years), depending on the satisfactory service of the firm.

16.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

On placement of Letter of Intent or intimation of being successful tenderer, the service provider shall furnish Security Deposit-Cum-Performance guarantee in the form of demand draft / FDR/ Bankers Cheque or Bank Guarantee from any Schedule Bank in India in favour of the "Pay & Accounts Officer (Education), Department of Higher Education, Shastri Bhawan, New Delhi" for **Rs.2,00,000/- (Rupees Two Lakhs Only). 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 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 would be imposed.

- 19.3 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.
- 19.4 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. 500/-per engineer per day will be deducted from the bill.
- 19.5 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 of 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

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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 in 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:

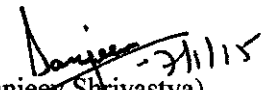
**The Under Secretary (S&S),  
123-C, Department of Higher Education, Ministry of Human Resource Development,  
Dr. Rajendra Prasad Road, New Delhi-110001**

28.0 The EMD of the unsuccessful tenderers will be released after finalization of the contract and EMD of successful tenderer will be released on receipt of Performance Security Deposit.

29.0 The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender, 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(s) by any of the tenderers.

*Rajendra*  
31/11/15

- 30.0 The firm should furnish performance security money worth Rs.2,00,000/- (Rupees Two Lakhs Only) in the form of Fixed Deposit Receipt/Bank Draft/Banker's cheque/Bank Guarantee in favour of "Pay & Account Officer(Education), MHRD New Delhi within 15 days from the date of award of the contract which will be returned after satisfactory completion of the contract. The security money should remain valid for a period of sixty days beyond the date of completion of the contract.
- 31.0 If the work is found unsatisfactory or, if firm dishonor the contract, the security money may be forfeited and the job may be entrusted to another firm without giving any notice to the contractor. In this regard the decision of the office will be final and binding on the contractor.
- 32.0 No advance payment will be made in any case and TDS will be deducted as per rules.
- 33.0 The requisition for making photocopy which will be providing to the operator duly signed and stamped by the concerned officer.
- 34.0 The tender application without complete documents/information shall not be considered.
- 35.0 The firm will get Police Verification of its employees done at its cost.
- 36.0 The Service Engineer will have a mobile phone which will not be switched off during the time when work is on.
- 37.0 The firm will prefer the bills for payment of the photocopier work along with satisfactory report along with the reading of the machine duly signed by the officers/sections in the prescribed format on monthly basis.
- 38.0 This office has the right to terminate the contract without assigning any reason.
- 39.0 Compensation and connected expenses, what-so-ever, in case of any casualty (unforeseen) shall be the liability of the firm and borne/paid by the firm.
- 40.0 The firm will be entirely responsible for any loss caused to Government or to any other Government property as result of negligence or carelessness of firm. The firm should make good the financial or any other losses caused to /suffered by the Government on this account. In case of the Security deposit falls short or found to be insufficient to meet/adjust the loss thus incurred by the Ministry, the balance, as may be necessary, shall be recovered from the contractual charges due to the firm. The decision of the Ministry in the context shall be final and binding on the contractor.
- 41.0 The contract Awardee firm has to ensure that it fulfills all the requirements as per tax laws and other laws applicable to his firm/business. Ministry of Human Resource Development will not be liable for any violation of any laws/rules & regulations on the contractor and his firm.

  
(Sanjeev Shrivastva)  
Under Secretary to Govt of India  
Tel. No. 23073109.

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ELIGIBILITY CRITERIA

1. The firms must have working experience of three years in similar work (FSMA of Photocopier machines) in at least 3 Deptt./PSU.
2. Experience certificates, award letters and performance certificates of last three years issued by officers of the level of section officer and above should be uploaded (years i.e 2011-12, 2012-13 & 2013-14).
3. The firm must have annual turnover of Rs. 15 lakhs per annum during each year of the last 3 financial years. i.e. 2011-12, 2012-13 & 2013-14. Documents in support of turnover (along with Income Tax Returns of the relevant years) must be uploaded with the tender.
4. The firm must have experience of having successfully undertaken at least one similar work of FSMA of photocopier machines, valued not less than Rs.10.00 lakhs in a single year, during any one of the last three years (2011-12, 2012-13, 2013-14). Document in support of the claim signed by an officer of the level of Section Officer or above may be uploaded with the tender.
5. The firms participating in the tender must have VAT Registration & Service Tax Registration certificate. The documentary proof of registration certificate should be uploaded.
6. The firm should submit EMD worth 1,00,000/- (Rupee One Lakh Only) in the form of Fixed Deposit Receipt/Bank Draft/Banker's Cheque/Bank Guarantee drawn in favour of "Pay & Account Officer(Education), Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi-110001.

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**PROFORMA FOR TECHNICAL BID**

(Award of FSMA of photocopier machines in the Ministry of HRD for the year of 2014-2015)

**Qualifying Bid Documents**

(Copies of all documents are required to be uploaded in the Technical Bid on the CPP Portal)  
Tender No. 5-44/2014-S&S

SL.No.	Details	
1	Name of Company/Firm	
2	Address with Tele. No., email	
3	Contract person's name, phone number and mobile number.	
4.	Essential Details (Self Attested copies to be uploaded) I. Proof of execution of Photocopy work during last three years, i.e. 2011-12, 2012-13 and 2013-14 with the various Govt. department/PSUs etc. The experience certificate should be issued by officers of the level of Section Officer and above. II. Experience of having successfully undertaken at least one similar work of FSMA of photocopier machines, valued not less than Rs.10.00 lakhs in a single year, during any one of the last three years (2011-12, 2012-13, 2013-14). III. Annual turnover certificate certified by Chartered Accountant for an amount of Rs. 15 lakhs (Rupees Fifteen Lakhs Only) or more during last three years i.e. 2011-12, 2012-13 and 2013-14. IV. Copies of PAN card, ITR of last three year, Service Tax and VAT registration certificates; V. Details of firm/company in case of Partnership Firm.	
5.	Details of EMD (Rs. 1,00,000/-)	
6	Address of the service provider with area of premises & Telephone/Mobile & Fax No	
7	Whether premises is owned or rented.	

**Declaration**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with the MHRD in future.

(Name & Signature of authorized signatory with stamp)

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**PROFORMA FOR FINANCIAL BID**

(Award of FSMA of photocopier machines in the Ministry of HRD for the year of 2014-2015)

Financial Bid Documents

Tender No. 5-44/2014-S&S

Sl.No.	Description	Per copy charges for maintaining the machines including plastic parts in proper order throughout the contract period	
		Rate per copy in figures	Rate per copy in words
1	Black & white		
2	Colour		

Note: - Rates of each of the taxes i.e. Service Tax, VAT and other Taxes, as applicable, may be indicated separately.

Tax	Rate in %
Service Tax	
VAT	
Other Taxes (please specify)	

(Name & Signature of authorized signatory with stamp)

*Signature*  
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**Instructions of Online Bid submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocare.gov.in/eprocare/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valide email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidderthe logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' foloder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transcation uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to tiine before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send

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along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or send a mail over to -cppp-nic@nic.in.

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*Sanjeev*  
21/15

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Annexure-VI

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date

To

The Under Secretary to the Government of India  
S&S Section  
Ministry of Human Resource Development  
Department of Higher Education  
Room No.123-C  
Shastri Bhawan  
New Delhi.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 5-44/2014-S&S

Name of Tender / Work:- **Annual Contract for FSMA of Photocopier machines installed in the Ministry of Human Resource Development, Shastri Bhawan, New Delhi.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' for the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisation too have all been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totally / entirely.

5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)

*Sanjeev*  
27/11/15