

**Government of India
Ministry of Communications
Department of Telecommunications
(G-I Section)
Sanchar Bhawan, 20 Ashoka Road, New Delhi-01**

E-TENDER No. 34-03/2017-G.I

**TENDER FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
OF KYOCERA MAKE PHOTOCOPY MACHINES**

(Visit us at www.eprocure.gov.in and <http://www.dot.gov.in>)

Price: Rs. 200/- only

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SECTION – I**DEPARTMENT OF TELECOMMUNICATIONS**
SANCHAR BHAVAN, 20, ASHOKA ROAD, NEW DELHI - 110001.**Tender No. 34-03/2017-G.I. dated : 25.07.2017****NOTICE INVITING TENDER (NIT)**

Office of Issue	:	Department of Telecommunications, G-I Section, Sanchar Bhawan, New Delhi-110001
Tender No.	:	34-03/2017-G.I
Date of issue/publish of bid	:	25.07.2017
Tender forms are available at	:	Section Officer (G-I), Department of Telecommunications., Mezzanine Floor, Sanchar Bhawan, Ashoka Road, New Delhi-110001
Last date of Receipt of bid	:	15.08.2017 up to 15:00 hrs
Physical submission of EMD	:	upto 14:30 hrs on 16.08.2017
Date & Place of opening	:	16.08.2017 at 15:00 hrs.
Technical Bid	:	Room No. 511, Sanchar Bhawan, 20 - Ashoka Road, New Delhi-01
Date of opening Financial Bid	:	to be intimated later
Estimated cost of tender	:	8,00,000/- (Approx.) per annum
Bid Validity period	:	120 days from the date of opening of technical bid (The Department reserves the right to extend the validity period, if so required).

For and on behalf of the President of India, Ministry of Communications, Department of Telecommunications invites e-tender for maintenance of **Kyocera** Make photocopy machines installed in Sanchar Bhawan and Mahanagar Door Sanchar Bhawan (6th Floor), Old Minto Road, New Delhi from Original Equipment Manufacturer (OEM)/Channel Partners and/or Authorized Service Providers under two bid systems (Technical & Financial). The maintenance contract shall be for diagnosis of faults, supply of spare parts and preventive maintenance, hereinafter called Comprehensive Annual Maintenance Contract (CAMC). The contract will be initially for a period of two years. However, the contract may be extended subsequently, on mutual consent, on the same terms and conditions for a period of one year but not more than six months at a time on review of performance, depending upon the requirements and administrative convenience of the Department of Telecommunications.

2. A Tender Fee (Non-refundable) of Rs. 200/- (Two Hundred only) and Earnest Money Deposit (EMD) of Rs. 20,000/- (Twenty Thousand only) are payable by the bidders for this tender. The payment will be accepted in the form of crossed Demand Draft/Bankers Cheque on any **Scheduled Bank** at Delhi/New Delhi drawn in favour of "**Pay & Accounts Officer (HQ), DOT, New Delhi**".

3. Exemption from Tender Fee and EMD will be allowed to MSME firms as per

Government orders/instructions on submission of (a) copy of valid Registration Certificate issued by NSIC or any other Government Entity authorized for this purpose for maintenance/servicing of Photocopier Machines (b) copy of the relevant Government orders/instructions

4. The NIT alongwith bid documents may be downloaded from the websites <http://eprocure.gov.in> and www.dot.gov.in. Intending bidders may also obtain hard copy of the NIT/Bid Documents from the Section Officer (G-I), Department of Telecom., Mezzanine Floor, Sanchar Bhawan, Ashoka Road, New Delhi-110001 on payment of Rs. 200/- (Rs Two Hundred only) (non-refundable). The payment will be accepted in the form of crossed Demand Draft/Bankers Cheque on any **Scheduled Bank** at Delhi/New Delhi drawn in favour of "**Pay & Accounts Officer (HQ), DOT, New Delhi**". The bid document may also download from the websites i.e. <http://eprocure.gov.in> and www.dot.gov.in.

5. The interested bidders should submit the bids online in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted only online through the e-procurement portal <https://eprocure.gov.in>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded. Tender sent by any other mode will not be accepted. Bids shall not be considered in case the Tender Fee and EMD is not submitted on stipulated date and time for the purpose under any circumstances what so ever.

6. The **scanned copy** of DD/Bankers' Cheque towards Tender fee of Rs. 200/- and Earnest Money Deposit (EMD) of Rs. 20,000/- must be uploaded with the Tender documents and **originals** of DD/Bankers' Cheque in sealed envelope superscribed with the words "Tender for Comprehensive Annual Maintenance Contract for Kyocera Photocopier Machines", has to be dropped in the Tender Box placed at the Reception of DOT, Sanchar Bhawan latest by 1430 hours on **16.08.2017**

7. Incomplete bid will not be considered and would be rejected summarily. Undersigned and SO (G-I) may be contacted on Phone No. 23036300 and 23036533 for any clarification.

8. The Competent authority in the Department of Telecommunications reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Documents, without assigning any reason, thereof.

(A.K. Singh)
Under Secretary (T)
Ministry of Communications,
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road,
New Delhi-01 Phone No. 23036300

SECTION – II

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- (a) "The DOT" means the Department of Telecommunications.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm or CAMC Vendor providing the services under the contract.
- (d) "The Goods" means the services which the vendor is required to provide including all the equipment's, machinery and/ or other materials which the Supplier is required to supply to the DOT under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of DOT to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the DOT on the Supplier signed by the DOT including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.
- (h) The agreement will be for "Comprehensive Annual Maintenance Contract (CAMC)" including all spares is required to be replaced, the same will have to be done under the agreement and no extra charges will be payable by the Department for any spare part or for any other service. It will be the responsibility of the company to provide genuine OEM spare parts of the machines and to keep the machine in working order. The annual maintenance contract shall be for diagnosis of faults, repair and preventive maintenance, hereinafter called Comprehensive Annual Maintenance Contract (CAMC).

2. ELIGIBLE BIDDERS:

- i. The firm/company should be Original Equipment Manufacturer (OEM) or its Authorized Service Providers (**authorization letter from the parent OEM company of Kyocera Make Photocopiers or its authorized representative in India issued not before 06 months from the date of issue of this tender must be submitted**).
- ii. The firms/companies having the experience of maintaining Photocopy machines listed in **Section-V** for more than two years in any Central Government Departments/ Ministries/Govt.

Undertakings are eligible to participate in the bid. **Copy of the work-orders should be enclosed. One work order must be currently in force** for providing maintenance service to at least one Govt. Department/PSU for photocopier of **Kyocera** make.

- iii. The Annual Turnover of the Company/Firm should not be less than Rs. 20 lakh during each of the 02 Financial years 2014-15 and 2015-16. **Annual Turnover certificate from Chartered Accountant of the company is to be enclosed.**

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The DOT, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Schedule of Requirements
- (e) List of items to be maintained/supplied
- (f) Format for Contract form
- (g) Format for Bid Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Price Schedules
- (k) The check list

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the DOT in writing at the DOT's mailing address indicated in the Invitation for Bids. The DOT shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the DOT shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the DOT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified on websites on which original tender was uploaded and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the DOT may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of (i) The Technical bid and (ii) Financial bid:

7.1 The **Technical Bid** shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top :-

- a) The check list (as per **Annexure-VI**).
- b) Documentary Evidence/Certificate of being an Original Equipment Manufacturer (OEM)/ Authorized Service Providers. [**as per clause 2(i) of Section II**]
- c) Authorization letter for the bid opening [**as per Annexure-IV**]
- d) Copy of DD/Banker's Cheque of Tender Fee of Rs. 200/- and EMD of Rs. 20,000/- [**as per Clause 2 of Section-I**]
- e) Documentary proof for work experience [**as per clause 2(ii) of Section II**]
- f) A Certificate from CA of the company regarding Annual Turnover of more than Rs.20 during each of 2014-15 and 2015-16 [**as per Clause 2(iii) of Section II**].
- g) Copy of Service Tax/VAT registration with number
- h) Certificate of Incorporation/ Firm's Registration Certificate
- i) Certificate/document in support of exemption claimed from payment of Tender Fee & EMD (as per **clause 3 of Section -I**)
- j) Undertaking towards unconditional acceptance of the terms & conditions the tender in firm's letter head as per **Annexure -VIII (Clause 10.2 of Section-II)**

7.2 The Financial Bid shall contain:

- (a) Price Schedule [as per **Annexure-V**]

Note: All the documents uploaded online along with the bid must be legible, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Price Schedule uploaded online along with the Bid Documents as per **Annexure-V** respectively.

9. BID PRICES:

The bidder shall give the total composite price exclusive of all levies & taxes and the price need to be individually indicated against each item proposed to be maintained under the contract as per price schedule given in **Annexure-V**. The offer shall be in Indian Rupees. No foreign exchange will be made available by the DOT.

9.1 The Rates quoted for the maintenance of the machines by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.2 The unit price (without taxes) quoted by the bidder shall be in sufficient detail to enable the DOT to arrive at prices offered for each item in **Annexure -V**.

9.3 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

9.4 Those photocopiers which are under warranty presently will automatically be covered under contract from the next date after expiry of warranty on the same rate, terms and conditions.

9.5 The price approved by the DOT for award of CAMC will be exclusive of all levies and taxes.

10. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:

10.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

10.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the DOT's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions by submitting the **Undertaking in firm's letter head as per Annexure-VIII, duly signed and stamped**, towards unconditional acceptance of all the terms and conditions of the tender. A bid submitted without this Undertaking shall not be considered.

10.3 For purposes of compliance to be furnished pursuant to clause 10.2 above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the DOT in its Technical Specifications are intended to be descriptive only and not restrictive.

11. EMD/BID Security

11.1 The EMD of Rs. 20,000/- of the unsuccessful bidder shall be returned after finalization of the bid but not later than 30 days after the expiry of the period of bid validity prescribed by DOT, pursuant to **Clause -12**.

11.2 The successful bidder's EMD will be discharged upon the bidder's acceptance of the advance work order satisfactorily pursuant to **Clause-22** and furnishing the Performance Security.

11.3 The EMD may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or (b) in the case of a successful bidder, if the bidder fails to, (i) to sign the contract in accordance with **Clause-23** and (ii) furnish performance security in accordance with **Clause-23**.

12. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 120 days from the date of opening of Technical Bid, pursuant to **Clause 14.1**. A bid valid for a shorter period shall be rejected by the DOT as non-responsive. DoT reserves the right to extend validity period upto another 60 days without assigning any reasons.

13. SUBMISSION OF BIDS

The interested bidders should submit the bids through online in two cover systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma on the e-procurement portal <https://eprocure.gov.in/eprocure/app>.

14. BID OPENING AND EVALUATION

14.1 The Technical bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign an attendance register. The Authority letter (**Annexure-IV**) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

14.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

14.3 The Bidder's names, bid prices, modifications, bid withdrawals and such other details as the DOT, at its discretion, may consider appropriate; will be announced at the opening.

15. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the DOT may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

16. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:

16.1 DOT shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist given at the last.

16.2 Prior to the financial Bid opening, pursuant to **Clause 17**, the DOT will determine technical qualification of each technical bid with reference to the Bid documents. For purposes of

these clauses, a technically qualified bid is one, which conforms to all the terms and conditions of the Bid Documents without material deviations.

16.3 A bid determined as technically non-qualified will be rejected by the DOT.

17. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:

17.1 The DOT shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to **Clause 16**. Only technically qualified bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of technically non-qualified bidders shall not be opened.

17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the DOT. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

17.3 *Evaluation shall be done Make wise of the machines and L-1 firm will be decided on the basis of total cost per copy of all models of that particular Make.*

18. CONTACTING THE DOT:

18.1 Subject to **Clause 15**, no bidder shall try to influence the DOT on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

18.2 Any effort by a bidder to influence the DOT in the DOT's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. AWARD OF CONTRACT:

The DOT shall consider placement of orders for the CAMC on the bidder whose offers have been found technically and financially acceptable.

20. DOT'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The DOT reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the quantity of items offered for CAMC on the basis of reduction by virtue of expiry of life of the asset or addition after expiry of warranty period and services specified in the schedule of requirement without any change in unit price for similar configured items on the same terms and conditions. The number of Photocopy machines may vary from time-to-time during the currency of the contract due to addition of new machines after warranty period or due to scrapping of old machines. Payment will be made on per copy basis for exact number of copies.

21. DOT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The DOT reserves the right to accept or reject any bid, and to annul the bidding process

and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DOT's action.

22. ISSUE OF ADVANCE WORK ORDER:

- 22.1 The issue of an Advance Work Order shall constitute the intention of DOT to enter into the contract with the bidder.
- 22.2 The bidder shall within 15 days of issue of an advance work order give his acceptance along with performance security in conformity with **Annexure-III** provided with the bid documents.

23. SIGNING OF CONTRACT:

- 23.1 The issue of work Order shall constitute the award of contract on the bidder.
- 23.2 Upon the successful bidder furnishing of performance security pursuant to **Clause 22**, the DOT shall discharge its bid security, pursuant to **Clause 11**.

24. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of **Clause 23** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the DOT may make the award to any other bidder at the discretion of DOT or call for new bids.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the DOT for the CAMC services rendered by the bidder.

2. STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in **Section-IV**.

3. PERFORMANCE SECURITY:

3.1 The CAMC vendor shall furnish performance security to the DOT for an amount of Rs. 20,000/- (Rupees twenty thousand only) in the form of Bank Guarantee as per Performa of **Annexure-III**, or in the form of **FDR/DD issued by any scheduled bank in favour of “PAO DoT (HQ)” New Delhi** within 15 days of receipt of the Work Order. The Performance Guarantee will be for a period of 30 months from the date of CAMC awarded to the firm. If the Work Order is not accepted, then the EMD will be forfeited.

3.2 In case of extension of CAMC/Tender, the performance security is to be extended correspondingly. The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Banks per Performa at **Annexure III** or in the form of FDR/DD issued by any scheduled bank in favour of “PAO DoT (HQ)” New Delhi.

3.3 The Performance Security Bond/FDR/DD will be discharged by the DOT after completion of the CAMC vendor's performance obligations under the contract.

4. INSPECTION AND TESTS:

4.1 The company should have adequate physical infrastructure to support CAMC project like in-house Test and Repair Center at Delhi. This may be inspected by DOT authorities in case of need.

4.2 In case the test repair Centre fails to conform to the requirements/specifications of DOT, the DOT may reject the bidder.

4.3 If any spares/equipment or any part thereof supplied by the CAMC vendor is found defective the same shall be got replaced from an outside source and the cost of any such replacement made by the DOT shall be deducted from the amount payable to the CAMC Vendor.

4.5 Nothing in clause 5 shall, in any way release the CAMC vendor from any Warranty or other obligations under this contract.

5. WARRANTY:

The contractor shall provide the warranty for 6 months that items supplied/replaced shall be new and free from all defects and faults in material.

6. PAYMENT TERMS:

Payment for CAMC will be made on quarterly basis based on the number of Photocopy machines taken over/ removed from CAMC on pro-rata basis. Following documents are to be submitted at the end of each quarter for making payments:

- (i) Monthly Computerized call reports in original as explained in Clause 4 of **Section IV**, duly signed and stamped by the user/officer with date as per logbook.
- (ii) Summary of the call reports for calls attended in the respective quarter.
- (iii) Pre received CAMC bill in duplicate.

7. PRICES:

7.1 (a) Prices charged by the CAMC vendor for services performed under the contract shall not be higher from the prices quoted by the vendor in his Bid.

(b) In case of revision of statutory levies/ Taxes during the finalization period of the tender, the DOT reserves the right to ask for reduction in the prices.

7.2 Price once fixed will remain valid for the period of contract. However, statutory levies/taxes will be paid as per actual.

8. SUBCONTRACTS:

The CAMC vendor shall notify the DOT in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the CAMC vendor from any liability or obligation under the Contract.

9. DELAYS IN THE CAMC VENDOR'S PERFORMANCE:

9.1 Delay in performance of services shall attract penalty for the CAMC vendor in accordance with clause 13 of section -IV.

9.2 If at any time during performance of the Contract, the CAMC vendor should encounter conditions impeding timely performance of service, the CAMC vendor shall promptly notify to the DOT in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the CAMC vendor's notice, the DOT shall evaluate the situation and may at its discretion extend the period for performance of the contract after mutual discussion with the CAMC vendor.

10. TERMINATION FOR DEFAULT:

10.1 The DOT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the CAMC vendor, terminate this Contract in whole or in part.

(a) If the CAMC vendor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by the DOT pursuant to Clause 12 of section IV.

(b) If the CAMC vendor fails to perform any other obligation(s) under Contract: and

(c) If the CAMC vendor, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as DOT may authorize in writing) after receipt of the default notice from DOT.

10.2 In the event the DOT terminates the contract in whole or in part, pursuant to Para 10.1 the DOT may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the CAMC vendor shall be liable to the DOT for any excess cost for such services. However, the CAMC vendor shall continue performance of the contract to the extent not terminated.

10.3 The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

11. TERMINATION FOR INSOLVENCY

The DOT may at any time terminate the contract by giving written notice to the CAMC vendor, without compensation to CAMC vendor, if the CAMC vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the DOT.

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the President of India or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the President of India or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the President of India, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the President of India, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is DOT Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DOT or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be the Office of the President of India at New Delhi or such other Places as the arbitrator may decide.

13. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the DOT or any other person or persons contracting through the DOT and set off the same against any claim of the DOT or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with DOT or such other person or persons contracting through DOT.

SECTION-IV

SCHEDULE OF REQUIREMENTS

1. This Schedule of Requirements shall supplement the 'Instruction to the Bidder' as contained in **Section-II** & General (Commercial) Conditions of the Contract as contained in **Section-III** and wherever there is a conflict, the provision herein shall prevail over those in **Section-II** and **Section-III**.
2. Date fixed for opening of the bids is, if subsequently, declared as holiday by DOT, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Photocopy Machines have to be maintained during the entire period of the contract in working condition with regular Quarterly Preventive Maintenance, servicing of the complete system of the Photocopy Machines.
4. The CAMC vendor shall maintain a log book in which separate pages should be allotted to each machine and its peripherals. The firm shall record the calls attended and quarterly regular services rendered and get the signature of the user along with User's name, Designation, stamp, Telephone and Room Number. Original of the call reports shall be attached with the bills for payment.
5. The CAMC vendor shall do the maintenance of all the items as specified in **Section-V** & for which they are quoting. All the spare parts of the machines except consumables and photocopy papers shall be covered under this contract. No other charges will be paid for maintaining the machines to the selected bidder due to any reason whatsoever.
6. The selected bidder during the Course of attending "On Call Service" or during the course of Preventive Maintenance Service, noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of DOT personnel and a record is to be maintained.
7. Routine cleaning of all the machines and their accessories has to be carried out once in a month with a good quality cleaning liquid, cloth and brush etc. with due acknowledgment from the user.
8. Non-performance of preventive maintenance shall attract penalties as per penalty clause.
9. The maintenance engineer of the CAMC vendor will submit a service slip to DOT in-charge after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, model No, Sl. No. etc.

10. Penalty:

10.1 All faults booked before 11.00 Hrs. on any working day will have to be rectified the same day. Fault booked after 11.00 Hrs. will have to be attended latest by next day. In case the firm fails to rectify within the time frame he has to provide a standby identical system on the next working day before 11.00 Hrs. and take parallel action for repairing. If the firm fails to make the system working by any of the two options, penalty of Rs 200/- (Rs. two hundred only) will be imposed per working day per machine from the next working day of the booking of the fault. Fault booked will be treated as rectified if and only the CAMC Contractor gets satisfactory report from the user on the date of rectification. Penalty for other peripherals will be as follows:-

- i) Breakdown of colour photocopier machines ----- Rs 2,000 per day
- ii) Breakdown of B/W photocopier machines-----Rs. 1,000 per day

Breakdown period will include Saturdays, Sundays and Holidays also.

10.2 In case of non-adherence to preventive maintenance schedule, a penalty of 10% of the total of CAMC charges for the quarter for every such failure in a quarterly schedule will be recovered.

10.3 In case of fault where no STAND BY is provided and fault persists beyond ONE WEEK or faulty equipment is taken by vendor for repair and not returned within ONE WEEK after repair, DOT shall be at liberty to get the same repaired from outside source and recover the cost from CAMC Vendor from the pending CAMC bill or from performance bank guarantee.

11. Taking over/ Handing over of machines for maintenance: -

11.1 All the systems are to be taken over for maintenance by the firm simultaneously with signing of the agreement in working condition. CAMC vendor may inspect and bring out faulty units, which he is not in a position to take over for CAMC without repairs. (The repair may have to be got done by outgoing CAMC vendor or by DOT as applicable). If no such list/ information is submitted within next 7 working days it will be treated as all the machines have been taken over by him and no separate letter will be issued by DOT in this regard. In case of major repairs requiring in any machine for which separate charges are to be claimed, the contractor may submit a detailed estimate for approval of the competent authority of DOT within a period of one week from the date of agreement and thereafter all the systems shall be deemed to have been taken over by the vendor satisfactorily and no such claim will be entertained.

11.2 After expiry of the contract all the machines are to be handed over by the outgoing CAMC vendor to the In Charge or to the new CAMC vendor within 7 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained by the firm from the concerned officer in-charge of the maintenance and to be produced along with the final claim of the CAMC charges. The faults pointed out by new CAMC vendor during the inspection before takeover of the photocopy machines are to be rectified within next one working day by the outgoing CAMC vendor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per Tender terms and conditions applicable to outgoing CAMC vendor. Failure to handover all the machines after 7 days will attract penalty at the rate of Rs 100 per day per machine not handed over.

11.3 A monthly call reports to be maintained serially for the number of complaints attended on call basis and a report for carrying out monthly routine cleaning of Photocopy Machines and report of quarterly preventive maintenance shall be furnished to the respective DOT in-charge of maintenance by the 7th of the following month. The quarterly bills/claims shall not be entertained in case this is not followed strictly.

12. The agreement shall be in force for a period of one year initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by DOT.

13. DOT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile DOT. DOT also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
14. DOT reserves the rights to counter offer rate(s) against bids quoted by any other bidder.
15. The CAMC contractor must have maintenance facilities in Delhi. A brief of facilities available in Delhi shall be furnished.
16. Bids shall be evaluated as per package CAMC cost given by bidder in price schedule.
17. Rates for the annual maintenance should be quoted for all the items and bidders quoting partial rates for selective items will be summarily rejected.
18. Only one rate should be quoted against each item; quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
19. The prospective bidder has to take the DOT personnel for inspection of the sites where they are already doing CAMC contract for verification, if necessary, at their own cost.
20. Frequent faults of same nature in the same machine and peripherals etc. will be considered inefficient attendance by the CAMC contractor and if repeated faults of same nature in the same machine or peripherals are noticed frequently, notice of termination for the company will be issued and/ or penalty in accordance with 10.1 above shall be imposed from the first date of the fault booking.
21. Photocopier machines under DOT (HQ) are located at **Sanchar Bhawan, Dak Bhawan (Parliament Section) and Mahanagar Doorsanchar Bhawan, Old Minto Road, New Delhi** . In case DOT (HQ) is shifted to a single or multiple premises at Delhi during the currency of the contract, the CAMC vendor will have to provide the services as enumerated in the CAMC under the same rates, terms and conditions.
22. The CAMC Vendor should have his own repair center for repairing of the Photocopy machines.
23. The CAMC Vendor should keep 10% of (CAMC quarterly cost) maintenance spare at his site/ workshop for prompt servicing all the items covered under CAMC.

(A.K. Singh)
Under Secretary (T)
For & on behalf of the President of India,
Ministry of Communications,
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road, New Delhi-01
Phone No. 23036300

SECTION-V**List of Kyocera photocopy machines installed in DOT (HQ)**

Sl No.	Model	Machine Sr No.
1.	TA 4501 i	LJE4200720
2.	TA 4500 i	NHY2Z00179
3.	TA-2551ci	LU44100532
4.	TA 5501 i	LJF5200352
5.	TA 4501 i	LJE4200665
6.	FS 6030	N942200081
7.	TA 4500 i	NHY2X00118
8.	TA 4501 i	LJE4X01212
9.	TA 4500 i	NHY2Z00178
10.	FS C-8520	L3K4Y00540
11.	FS 6025 MFP	N992600606
12.	TA 4500 i	NHY3100247
13.	TA 4501 i	LJE4X01374
14.	TA 5501 i	LJF5600469
15.	TA 2201	LT23900026
16.	TA 2550 ci	L2K3100037
17.	TA 3051 ci	LHU5700727
18.	TA 4501 i	LJE3900168
19.	TA 5501 i	LJF5900786
20.	FS 6030	N942200088
21.	TA 4501 i	NHY3300279
22.	TA 4501 i	LJE3900234
23.	TA 5501 i	LJF5900791
24.	TA 5501 i	LJF5200357
25.	FS C-8520	L3K3800172
26.	FS 6025 MFP	N992200485
27.	FS 6030	N942200076

28.	FS 6025 MFP	N991700128
29.	TA 4501 i	LJE4X01312
30.	FS 6030	L2R3400046
31.	TA 4501 i	LJE4X01243
32.	TA 4501 i	LJE1100619
33.	TA 4501 i	LJE3Y00388
34.	TA 5501 i	LJF5900686
35.	FS 6030	N942300108
36.	FS 6030	N942200047
37.	TA 2550 ci	L2K2900024
38.	FS6530 MFP	L2R3400046
39.	TA 3051 ci	LHU6101069
40.	FS C-8520	L3K4Y00552
41.	TA 4500 i	NHY2Y00141
42.	TA-2551ci	LU44X01009
43.	TA 4500 i	NHY3100209
44.	TA 5501 i	LJF6101045
45.	TA 4500 i	NHY2X00114
46.	FS C-8520	L3K3800189
47.	TA 4501 i	LJE4100638
48.	FS C-8520	L3K4Y00555
49.	TA 3051 ci	LHU5700726

Annexure – I

PART – I

Contract Form

This agreement is made on this day between , herein after called “name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and Department of Telecom (HQ), hereinafter called “DOT”, the second party, through Under Secretary (T), DOT, New Delhi hereinafter include his successors and assignees, shown as under:--

2. That WHEREAS the first party shall and will execute the work described as “Comprehensive Annual Maintenance contract for photocopier machines” in Department of Telecommunications (HQ), New Delhi details of which are given in **Annexure-V** to this office tender notice.....datedat the rated quoted by vide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. That the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:--

- (a) Monthly call reports with date and time of call, nature of fault, cleared date and time, user details with signature and designation stamp of the authorized signatory not less than the level of Assistant Director/ Section officer / Accounts officer / Personal Secretary or any other equivalent or higher officers as the case may be and an authorized by the General-I Section officer later.
- (b) User wise log book as mentioned in clause 4 of section- IV of the bid document.
- (c) Preventive maintenance reports for each quarter from all the users whose photocopier Machines are under CAMC, duly signed by the authorized signatory as above.

4. In accordance with the NIT this agreement is made for a period of two years from, as in **Section-I** of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2017

Witness

Witness
For DoT

For
CAMC Vendor

ANNEXURE-II

BID FORM

Tender No.34-03/2017-G.I dated.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the terms & conditions of the contract, the receipt of which is hereby acknowledged, we, undersigned, accept all the terms & conditions of the contract.

We undertake, if our Bid is accepted & contract is made, we assure the best service & maintenance of the photocopy machines and abide with all the terms& conditions of the contract.

If our Bid is accepted, we will submit the guarantee of a Scheduled Bank for a sum of Rs. 20,000/- (Rs. twenty thousand only) as Performance Security for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of 2017

Signature of
in capacity of
Duly authorized to sign the bid for and on behalf of.....

Witness.....Tele
No(s):-
Signature.....
FAX
No(s)
E-Mail
Address.....
Address:-

ANNEXURE-III

PERFORMANCE GUARANTEE BOND FORM

(Vide Para 13)

In consideration of the President of India (hereinafter called “the Government”) having (hereinafter called the “said Contractor (s)”) from the demand under terms and conditions of an Agreement/Purchase Order No....., dated..... Made between and contained in the said Agreement on production of a Bank guarantee for we. (Name of Bank) (hereinafter referred to as “the Bank”) as the request of (contractor (s) do hereby undertake to pay to the Government of India an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of Bank)..... do hereby under take to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding liability under this guarantee shall be restricted to an amount not exceeding.

3. We undertake to pay to the Government and money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We (name of Bank)..... further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue if the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/Department/Ministry) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on

us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of Bank.....) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effects to so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of Government in writing.

Dated _____

For _____

(indicate the name of Bank)

Accepted

(.....)

Signature of accepting authority of DOT

ANNEXURE-IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender No. ----- of DoT

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE-V**PRICE SCHEDULE**

Name & address of the Firm :

Make of Machines : **Kyocera**

Sl. No.	Model Sr. Machine	No of machines	CAMC Price without plastic parts (per copy charges without taxes)		CAMC Price without plastic parts (Total per copy charges without taxes)	
			Black & White	Colour	Black & White	Colour
I	II	III	IV	V	VI (III x IV)	VII (III x V)
1.	TA 4500 i	7				
2.	TA 2550 ci	2				
3.	TA 4501 i	13				
4.	FS C-8520	5				
5.	TA 2201	1				
6.	FS 6030	6				
7.	TA-2551ci	2				
8.	TA 5501 i	7				
9.	FS 6025 MFP	3				
10.	TA 3051 ci	3				
	Total	49	Grand total			

NOTE : In case of Colour Photocopier Machines, rates for colour copy and black & white copy should be given separately.

(Authorized signatory & Seal of the firm)

Name of signatory :

Date:

ANNEXURE-VI**Checklist and the order in which the documents are to be submitted for the Technical Bid**

Please check whether all the below mentioned documents, forming part of Technical Bid, have been uploaded online. The documents to be uploaded in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given:-

Sr. No.	Documents (Please refer to Clause 7.1 of Section-II for filling this checklist)	Page No.
1.	Scanned copy of Tender Fee of Rs. 200/- (Rupees two hundred only)	
2.	Scanned copy of EMD of Rs. 20,000/-	
3.	Certificate/document in support of exemption claimed from payment of Tender Fee & EMD (as per clause 3 of Section –I)	
4.	Documentary Evidence/Certificate of being an Original Equipment Manufacturer (OEM)/Authorized Service Providers. [As per Clause 2(i) of Section-II].	
5.	Documents in support of Work Experience of maintaining Kyocera Make Machines presently as well as in the past [As per Clause 2(ii) of Section-II]	
6.	A Certificate from CA of the company regarding Annual Turnover of more than 20 Lakhs from CAMC of Photocopy machines for last two years (2014-15 & 2015-16) must be uploaded. [As per Clause 2(iii) of Section –II]	
7.	Certificate of Incorporation / Firm Registration Certificate, as the case may be	
8.	Undertaking towards unconditional acceptance of the terms & conditions of the tender as per Annexure –VIII (Clause 10.2 of Section-II)	
9.	Bid form as per Annexure –II	
10.	Authorization letter for attending the bid opening	
11.	Copy of Service Tax /VAT registration with number	

Bidder to ensure

- A. That all papers uploaded have been stamped & signed by the authorized signatory of the bidding firm.**
- B. That all the pages submitted have been numbered.**
- C. That all the documents are legible (clearly readable).**

Annexure – VII

**Checklist and the order in which the documents are to be uploaded
online for the Financial bid**

Sl. No.	Documents (Please refer to clause 7.2 of Section-II for filling this checklist)	Page no.
1	Price Schedule as per Annexure-V of bid document	

Annexure-VIII

UNDERTAKING

(To be submitted online in Bidder's letter head)

I/We undertake that I/We have carefully studied and understood all the terms and conditions as mentioned in the tender document issued by Department of Telecommunications, 20-Ashoka Road, Sanchar Bhawan vide NIT No. 34-03/2017-G-I dated 25.07.2017 for CAMC of KYOCERA make photocopier machines and accept all these terms and conditions unequivocally and abide by the same.

I/We further undertake that the information given in the bid documents submitted by my/our firm are true and correct in all respect and I/we hold the responsibility for the same.

(Signature of the tenderer with stamp of the firm)

Name of the signatory :

Designation :

Date:

