

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

**LIMITED TENDER No. 31-5/2010 (G-I)**

**TENDER FOR**

**ANNUAL MAINTENANCE OF DIGITAL DUPLICATOR MACHINES FOR**  
**[DUPLO DP-S650]**

**COST OF BID DOCUMENT- Rs. 200/-**

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**SECTION – I**

**DEPARTMENT OF TELECOMMUNICATIONS**  
**SANCHAR BHAVAN, 20, ASHOKA ROAD, NEW DELHI - 110001.**

**No. 31-5/ 2010-G-I. Dated – 20.06.2011**

**NOTICE INVITING TENDER**

Office of Issue : Department of Telecommunications, G-I Section,  
Sanchar Bhawan, New Delhi-110001  
Date of issue of Bid document : 20-06-2011  
Tender No. : 31-5/ 2010-G-I  
Tender Forms Available From: Section Officer (G-I), Department of Telecom.,  
Mezzanine Floor, Sanchar Bhawan, Sansad Marg,  
New Delhi-110001  
Due date of Receipt : 11-07-2011  
Date of opening Technical Bid : 11-07-2011  
Date of opening Financial Bid : to be intimated later

Wax sealed limited tenders under two bid systems (technical & financial) are invited for and on behalf of the President of India from **Original Equipment Manufacturer (OEM)/ Authorized Service Providers/ Authorized Dealers** for Maintenance of Digital Duplicator machines working at Ground Floor of Sanchar Bhawan and Dak Tar Bhawan. The maintenance contract shall be for diagnosis of faults, supply of spare parts and preventive maintenance, hereinafter called Annual Maintenance Contract (AMC).

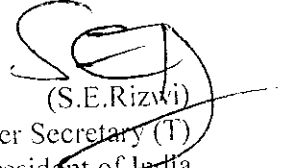
**Vendor Eligibility Conditions: -**

- (i) The firm/ company should be Original Equipment Manufacturer (OEM)/ Authorized Service Providers/ Authorized Dealers.
- (ii) The firms/ companies should have the experience of maintaining Digital Duplicator machines listed in Section 'V' & for which they are OEM/ Authorized Service Providers/ Authorized Dealers 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.
- (iii) The company should have at least Rs. 10 Lakhs of annual turnover in last two financial years. Turn-over certificate from Chartered Accountant to be enclosed.

Bidders shall have to deposit bid security of Rs. 1,500/- (Rs One thousand five hundred only) in the form of Demand Draft on any scheduled bank at Delhi in favour of "Pay & Accounts Officer (HQ), Deptt. of Telecom., New Delhi-110001" along with the bid. Intending eligible bidders may obtain copy of the bid document 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) up to 0 .0 .2011 from 11.00 Hrs. to 13.00 Hrs. The payment will be accepted in the form of crossed Demand Draft on any scheduled Bank at Delhi/ New Delhi drawn in favour of "Pay & Accounts Officer (Hqr.), Deptt. of Telecom. New Delhi-110001". Time for submission of bids would be up to 15:00 hrs on 11-07-11 and the same will be opened at 16.00 hrs on 11-07-11

Tenders inquiry is also available on our portal at [www.dot.gov.in](http://www.dot.gov.in). Undersigned and Shri J.P. Gautam, Section officer (G-1) [Phone No. 23036533, 23036663] may also be contacted for any clarification.



(S.E. Rizwi)

Under Secretary (T)

For & on behalf of the President of India  
Ministry of Communications & IT  
Department of Telecommunications  
Sanchar Bhawan, 20 Ashoka Road, New Delhi-01  
Phone No. 23036300

Copy to -

1. All Ministries / Departments of Government of India for
- 2.

**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**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 AMC Vendor providing the services under the contract.
- (d) "The Goods" means the services which the vendor is required to provide all the equipments, 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 "Annual Maintenance Contract (AMC)" 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 Annual Maintenance Contract (AMC).

## 2. ELIGIBLE BIDDERS:

This invitation for bids is open to:

- (i) The firm/ company who are Original Equipment Manufacturer (OEM)/ Authorized Service Providers/ Authorized Dealers.
- (ii) The firm/ company who have the experience of maintaining Digital Duplicator machines as per listed in Section 'V' & for which they are OEM/ Authorized Service Providers/ Authorized Dealers with peripherals for more than two years in any Central Government Departments / Ministries/ Govt. undertakings is eligible to participate in the bid. Copy of the work-orders should be enclosed.
- (iii) The company should have at least Rs. 10 Lakhs of annual turnover from its AMC of Digital Duplicator machines assets services business only, in last two financial years. Turn over certificate from Chartered Accountant to be enclosed.
- (iii) The company should be the facility/ Application Service Provider partners of the company concerned to brands of the Digital Duplicator machines for which the rates are being quoted.

## 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.

## B. THE BID DOCUMENTS:

### 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 Digital Duplicator Machines
- (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 for documents to be submitted (Technical)
- (l) The check list for documents to be submitted (Financial)

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 in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the DOT 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.

## C. PREPARATION OF BIDS

### 7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of (1) The Technical bid and (2) 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/ Authorized Dealers.
- (c) Authorization letter for the bid opening [as per Annexure-IV] ✓
- (d) Bid Security in the form of bank draft for Rs. [1,500/- [as per Section-I]] ✓
- (e) Power of attorney [as per clause 14.2 of Section II]
- (f) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No.31-5/ 2010-G-1 ( containing 30 pages) by the authorized person/ persons. [as per clause 11.2 of Section II]
- (g) Documentary Evidence for Technical & Performance Capability (in the form of ISO Certificate) [as per clause 10.1(ii) Section II]
- (h) Certificate from CA Regarding Annual Turn over of more than 10 Lakhs from AMC of Digital Duplicator Machines for last two years [as per clause 10.1 Section II]

- (i) Valid Income Tax Clearance Certificate / Income Tax Return with PAN [as per clause 10.1 Section II]
- (j) Certificate of Incorporation/ Firm Registration Certificate [as per clause 10.1 Section II]
- (k) Article of Memorandum of Association / proprietorship deed certificate [as per clause 10.1 Section II]
- (l) Experience of maintaining Digital Duplicator machines as per listed in Section 'V' & for which they are OEM/ Authorized Service Providers/ Authorized Dealers for more than two years in Central/ State Department/ Ministries or government undertaking [as per clause 2 (ii) Section II]
- (m) Current work order copy of providing similar services to at least 1 other Govt./ PSUs of same capacity [as per clause 2 (ii) section II]
- (n) Documentary evidence for Test/ Repair Centre

7.2 The Financial Bid shall contain:

- (a) The check list [as per annexure-VII]
- (b) Bid Form [as per annexure-II]
- (c) Price Schedule [as per annexure-V]

Note: All the documents submitted (whether original or photocopy) in the bid must be legible, otherwise the bid is likely to be rejected.

#### **8. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure- II and Annexure- V respectively.

#### **9. BID PRICES:**

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

9.2 The Rates quoted 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.

9.3 The unit price quoted by the bidder shall be in sufficient detail to enable the DOT to arrive at prices offered for each item in annexure - V.

9.4 "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.

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

## **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of being a Original Equipment Manufacturer (OEM)/ Authorized Service Providers/ Authorized Dealers.
- (ii) Documentary evidence for having experience for maintenance of the Digital Duplicator Machines as per listed in Section 'V' & for which they are OEM/ Authorized Service Providers/ Authorized Dealers.
- (iii) Certificate of Incorporation/ Registration of Firm Certificate
- (iv) Articles of Memorandum of Association or proprietorship deed of the company.
- (iv) Valid Income Tax Clearance Certificate / Income Tax return with PAN.
- (v) Annual Turnover of more than Rs. 10 Lakhs- Certificate for last 2 years from AMC of Digital Duplicator machines duly certified by Company Secretary/ Chartered Accountant.

## **11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

11.1 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.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and 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 in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In Case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

11.3 For purposes of compliance to be furnished pursuant to clause 11.2 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.

## **12. BID SECURITY:**

✓ 12.1 Pursuant to Clause 7.1(d) the bidders shall furnish, as part of his bid, a Demand draft for Rs. 1,500/- (Rs One Thousand five hundred only) as bid security.

12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of a Bank Draft issued by a scheduled bank in favour of "Pay & Accounts Officer (HQ), Deptt. of Telecom., New Delhi-110001". valid for a period of 150 days from the date of tender opening.

12.4 A BID NOT SUBMITTED IN ACCORDANCE WITH PARA 12.1 & 12.3 SHALL BE REJECTED BY THE DOT AS NON-RESPONSIVE.

12.5 The bid security of the unsuccessful bidder shall be returned at the technical bid opening stage possibly, but not later than 30 days after the expiry of the period of bid validity prescribed by DOT, pursuant to clause 13.

12.6 The bid security of unsuccessful bidders of financial bid shall be returned if possible after the successful bidder accepts the work order and submits the performance security, but not later than 30 days after the expiry of the period of bid validity prescribed by DOT, pursuant to clause 13. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The bid security 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, (i) to sign the contract in accordance with clause 28 and (ii) to furnish performance security in accordance with clause 28.

### **13. PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the DOT, pursuant to clause 19.1 A bid valid for a shorter period shall be rejected by the DOT as non-responsive.

13.2 In exceptional circumstances, the DOT may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

### **14. FORMAT AND SIGNING OF BID:**

14.1 The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be submitted in written power-of-attorney accompanying the bid. All pages of the bid shall be signed & stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) authorized for signing the bid.

#### **D. SUBMISSION OF BIDS**

##### **15. SEALING AND MARKING OF BIDS:**

15.1 The bidders shall seal the technical and financial bids in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name "TECHNICAL Bid of Tender No. 31-5/2010-G-1" on the envelope, while the financial Bid shall bear the name "FINANCIAL Bid of Tender No. 31-5/2010-G-1." on the envelope for avoiding any mismatch. The Technical and Financial bid should contain documents as laid down in clause 7 of section II.

15.2 The bigger sealed envelope, containing Technical and Financial bids in separate sealed envelopes, shall be:

(a) Addressed to:

Under Secretary (T),  
DOT (HQ), Room No. 511, Sanchar Bhawan  
20 Ashoka Road, New Delhi-110001

(b) Bear the tender no. 31-5/2010-G-1 and the words 'DO NOT OPEN BEFORE' (due date).

(c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(d) Tenders shall be dropped in the Tender Box at the Reception of Sanchar Bhawan. The responsibility for ensuring that tenders are dropped in the Tender Box in time would vest with the bidder.

15.3 If the envelope is not sealed and marked as required at paras 15.1 & 15.2 the bid shall likely be rejected.

##### **16. SUBMISSION OF BIDS:**

16.1 Bids must be dropped in the Tender Box kept in the Reception of Sanchar Bhawan as under Para 15.2 not later than the prescribed time on due date.

16.2 The DOT may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the DOT and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

##### **17. LATE BIDS:**

17.1 Any bid received by the DOT after the deadline for submission of bids prescribed by the DOT pursuant to Clause 16, shall be rejected and returned unopened to the bidder.

## **18. MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the DOT prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post, marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## **E. BID OPENING AND EVALUATION**

### **19. OPENING OF BIDS:**

19.1 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.

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

19.3 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.

### **20. CLARIFICATION OF BIDS:**

20.1 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.

### **21. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:**

21.1 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.

21.2 Prior to the financial Bid opening, pursuant to clause 22, the DOT will determine technical qualification of each technical bid 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. The DOT's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as technically non-qualified will be rejected by the DOT and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

**22. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:**

22.1 The DOT shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 21. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened and destroyed unopened.

22.2 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.

22.3 The evaluation shall be done on L-1 vendor of total package cost of all the items. The comparison for evaluation shall be of price of the goods offered inclusive of all Taxes and levies.

**23. CONTACTING THE DOT:**

23.1 Subject to Clause 20, 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.

23.2 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.

**24. AWARD OF CONTRACT:**

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

**25. 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 AMC 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 Digital Duplicator 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.

**26. 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.

**27. ISSUE OF ADVANCE WORK ORDER:**

27.1 The issue of an Advance Work Order shall constitute the intention of DOT to enter into the contract with the bidder.

27.2 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.

27.3 The bidder shall within 15 days of issue of an advance work order give his acceptance along with an additional one time bank guarantee for Rs. 5,000/- (Five thousands only) for the repair of items which need to taken outside the DOT HQ outside to safeguard the interest of purchaser in conformity with Annexure III provided with the bid documents.

**28. SIGNING OF CONTRACT:**

28.1 The issue of work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the DOT shall discharge its bid security, pursuant to clause 12.

**29. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 28 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 AMC 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 AMC vendor shall furnish performance security to the DOT for an amount of 10% of contract value in the form of Bank Guarantee as in Performa of annexure III, within 15 days of Suppliers receipt of the Advance Work Order. The Performance Guarantee will be for a period of 18 months from the date of AMC awarded to the firm. If the A.W.O. is not accepted, then the bid security will be forfeited. In case of extension of AMC/ Tender, the performance security is to be extended correspondingly. The AMC vendor shall also furnish an additional one-time bank guarantee of Rs. 5,000/- (Five thousand only) to safeguard the interest of purchaser for the items that are to be repaired outside the DOT (HQ).

3.2 The proceeds of the performance security shall be payable to the DOT as compensation for any loss resulting from the AMC vendor's failure to complete its obligations under the Contract.

3.3 The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Annexure III.

3.4 The Performance Security Bond will be discharged by the DOT after completion of the AMC vendor's performance obligations under the contract.

##### **4. INSPECTION AND TESTS:**

4.1 The company should have adequate physical infrastructure to support AMC 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 AMC 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 AMC Vendor.

4.5 Nothing in clause 5 shall, in any way release the AMC 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 AMC will be made on quarterly basis based on the number of Digital Duplicator machines taken over/ removed from AMC on prorata 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 receipted AMC bill in duplicate.

## **7. PRICES:**

7.1 (a) Prices charged by the AMC 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. Increase and decrease of taxes/ duties will not affect the price during this period.

## **8. SUBCONTRACTS:**

The AMC 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 AMC vendor from any liability or obligation under the Contract.

## **9. DELAYS IN THE AMC VENDOR'S PERFORMANCE:**

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

9.2 If at any time during performance of the Contract, the AMC vendor should encounter conditions impeding timely performance of service, the AMC 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 AMC 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 AMC 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 AMC vendor, terminate this Contract in whole or in part.

- (a) If the AMC 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 AMC vendor fails to perform any other obligation(s) under Contract; and
- (c) If the AMC 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 AMC vendor shall be liable to the DOT for any excess cost for such services. However, the AMC 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 AMC vendor, without compensation to AMC vendor, if the AMC 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. Digital Duplicator 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 Digital Duplicator Machines.
4. The AMC 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 AMC 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...
8. Non-performance of preventive maintenance shall attract penalties as per penalty clause.
9. The maintenance engineer of the AMC 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 AMC Contractor gets satisfactory report from the user on the date of rectification. Penalty for other peripherals will be as follows:

i) Breakdown of Digital Duplicator 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 AMC 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 AMC Vendor from the pending AMC 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 (as per clause 1(i) Section- II under Instruction to bidders of the NIT) in working condition. AMC vendor may inspect and bring out faulty units, which he is not in a position to take over for AMC without repairs. (The repair may have to be got done by outgoing AMC vendor or by DOT as applicable) If no such list/ information are 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 AMC vendor to the incharge or to the new AMC 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 AMC charges. The faults pointed out by new AMC vendor during the inspection before take over of the Digital Duplicator Machines are to be rectified within next one working day by the outgoing AMC 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 AMC 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 Digital Duplicator 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 AMC 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 AMC 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 AMC 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 AMC 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. Digital Duplicator machines under DOT (HQ) are located at Sanchar Bhawan and Dak Bhawan. In case DOT (HQ) is shifted to a single or multiple premises at Delhi during the currency of the contract, the AMC vendor will have to provide the services as enumerated in the AMC under the same rates, terms and conditions.

22. The AMC Vendor should have his own repair centre for repairing of the Fax machines/Multi functional Device.

23. The AMC Vendor should keep 10% of (AMC quarterly cost) maintenance spare at his site/ workshop for prompt servicing all the items covered under AMC.

(S.E.Rizwi)

Under Secretary (T)

For & on behalf of the President of India

Ministry of Communications & IT

Department of Telecommunications

Sanchar Bhawan, 20 Ashoka Road, New Delhi-01

Phone No. 23036300

**SECTION-V**

**List of items**

**PART- I**

**Digital Duplicator Machines**

HCL

<b>Sr. No.</b>	<b>Item Description</b>	<b>No. of machines</b>
<b>01.</b>	<b>Duplo DP-S650</b>	<b>1</b>

**Annexure - I**  
**PART - I**  
**Contract Form**

1. This agreement is made 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 part shall and will execute the work described as “ Annual Maintenance for Digital Duplicator machines” in Department of Telecommunications (HQ), New Delhi details of which are given in section-V to this office tender notice .....dated ....at 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 / PA or any other equivalent or higher officers as the case may be and a authorized by the General-I Section officers later.

(b) User wise log book as mentioned in clause 4 of section- IV of the bid document.

(d) Preventive maintenance reports for each quarter from all the users whose Digital Duplicator Machines are under AMC, duly signed by the authorized signatory as above.

4. In accordance with the NIT this agreement is made for a period of one year from ....., as in clause 1(i) of section- II 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 THIS .....DAY OF.....2011

Witness

For

AMC Vendor

Witness  
For DoT

**ANNEXURE -- II**  
**BID FORM**

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver..... in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your Work Order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 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 this .....day of .....2011

Signature of  
in capacity of

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

Witness.....

Tele

No(s):-

Signature.....

FAX

No(s)

Address.....

E-Mail

Address:-

**ANNEXURE - III****PERFORMANCE SECURITY BOND FORM**

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement / (Work Order) No. ----- Dated ----- made between ----- and ----- for the AMC of ----- (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the Government an amount not exceeding ----- against 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 the bank) ----- do hereby undertake 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 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 on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ AMC vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto 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)/ AMC vendor(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the 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 of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) Ministry of - ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the 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 and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(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 and said Contract(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 Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the ----- day of -----

For -----

(Indicate the name of the bank)

Witnesses:-

1.

2.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

**ANNEXURE IV**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----  
----- Following persons are hereby authorized 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 authorized to sign the bid

Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE V**

**Price Schedule**

**PRICE SCHEDULE**

**TENDER NO. 31-5/2010-G-I**

**DATE:**

Sr. No.	Item Description	Qty.	AMC charges	Service Tax(%)	Total
01.	Duplo DP-S650	1			

**ANNEXURE VI****(i) Checklist and the order in which the documents are to be submitted for the technical bid**

Please check whether all the below mentioned Documents have been supplied for participating in AMC of Digital Duplicator Machines of the tender. The documents to be submitted 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	Documentary Evidence/ Certificate of being a Original Equipment Manufacturer (OEM)/ Authorized Service Providers/ Authorized Dealers	
2	Authorization letter for attending the bid opening	
3	Bid Security in the form of bank draft for Rs. 1,500/-	
4	Power of Attorney	
5	Clause by clause Compliance in the form of signing & stamping all the pages from 1 to 30 by Authorized person/ persons	
6	Certificate from CA Regarding Annual Turn over of more than 10 Lakhs from AMC of Fax/Multi Functional Device for last two years.	
7	Valid Income Tax Clearance Certificate/ Income Tax Return with PAN.	
8	Certificate of Incorporation / Firm Registration Certificate as the case may be	
9	Article of Memorandum of Association / proprietorship deed certificate as the case may be.	
10	Experience of maintaining at least 100 Digital Duplicator Machines as per listed in Section 'V' & for which they are OEM/ Authorized Service Providers/ Authorized Dealers for more than two years in Central/state Department/ Ministries or government undertaking	
11	Current work order copy of providing similar services to at least 1 other Govt./ PSUs of same capacity	
12	Documentary evidence for Test/ Repair Centre.	
13	Any other Documents ( Please Specify)	

**Bidder to ensure**

- A. That all Pages have been stamped & signed by the authorized person/ persons.
- B. That all the pages submitted have been numbered.
- C. That all the documents are legible (clearly readable).

**ANNEXURE VII**

(ii) Checklist and the order in which the documents are to be submitted for the financial bid

Sr. No.	Documents (Please refer to clause 7.2 of Section- II for filling this checklist)	Page No.
1	Bid form as per Annexure -II	
2	Price Schedule as per Annexure-V	