

Dear Sir,

Subject: On-site Comprehensive Annual Maintenance Contract for fax machine installed at our NPIU Project office, EdCIL House, 4th Floor, 18A, Sector 16A, Noida & Shastri Bhawan, MHRD.

This corporation intends to give on-site Comprehensive Annual Maintenance Contract for 02 nos. Panasonic KX-FM 131 Fax Machines installed at our NPIU Project office, EdCIL House, 4th Floor, 18A, Sector 16A, Noida & Shastri Bhawan, MHRD, New Delhi as per details mentioned in the schedule of requirements at Annexure-I.

If you are in a position to meet the requirement as per Annexure-I, you are requested to submit your sealed quotation based on the terms & conditions as set forth hereunder.

The quotation is based on single bid system. The envelope should contain the following documents.

1. Price Bid to be submitted as per Annexure- II.
2. Letter of acceptance to the terms and conditions of the NIQ.
3. The firm/ company should be Original Equipment Manufacturer (OEM) or Authorized Service Providers/Dealers.
4. The firms/ companies should have the experience of maintaining fax machines listed in Annexure-I & 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.

Contd. 2/-

5. The company should have at least Rs. 3 Lakhs of annual turnover in last two financial years i.e. for Financial Year 2012-13 & 2013-14. A Turn-over certificate from Chartered Accountant of the company is to be enclosed.
6. The company should be the facility/ Application Service Provider partners of the company concerned to brands of the Photocopy machines for which the rates are being quoted.
7. Tenderer should furnish details of Comprehensive Annual Maintenance Contracts carried out by them in last three years giving complete details viz. name of the clients/ customer and their contact numbers with copies of the award letters.

1. SCOPE OF WORK-

- 1.1 The work includes routine service, preventive maintenance and inspection of fax machines and replacement of all worn out / defective spare parts of fax machines of Panasonic model and makes installed at NPIU Project office, EdCIL House, 4th Floor, 18A, Sector 16A, Noida.
- 1.2 Each unit should be provided at least one routine service once in a month. "Routine Service" and Maintenance service" shall cover the following:

Routine & Preventive Service	Maintenance Services
Oiling of carriage unit, Cleaning of scanner Servicing of whole machine, Checking alignment of gear assembly, TPH etc.	Replacement of defective power supply unit, mother board, cabinet assembly, line card, replacement of OPNCT card, top and bottom cover, TPH, heater unit, cutter assembly, key switches, gear rivet, rollers, drive belts, bulb, carriage unit, Scanner and all other spare parts etc. of original make / model of fax machine

2. TERMS & CONDITIONS:

Your tender will be considered only for the C-AMC of machines as per details mentioned in the Annexure-I. Other terms & conditions will be as under:

1. The C-AMC firm should keep sufficient original spare parts for immediate repair of photocopier machine.
2. Since the C-AMC services are to be made at Noida office, Service Tax/ WCT to be charged should be shown separately in the financial quotes, if no service tax/ WCT is shown separately, it will be considered that service tax/ WCT is included in the rates.

Contd. 3/-

3. You are requested to quote your Service Tax/ Work Control Tax no. for the purpose of making payment on account of Service Tax/ Work Control Tax No. and also to provide the photo copies of the same.
4. In case defects in a fax machine are not rectified by the firm within 24 hours of lodging of complaint with them, the EdCIL will be at liberty to get the repair work done from some other firm at the risk and cost of the firm looking after AMC.
5. If a fax machine is declared unserviceable during the period of AMC, in addition to the proportionate deduction of cost from the AMC, a penalty of 10 % of the Annual Maintenance Charges will also be levied on the firm.
6. All fax machine will have to be handed over by the firm in good working condition, at the end of maintenance period.
7. **SUBMISSION OF TENDER:** The tender should reach in a sealed cover as superscribed " **Tender for C-AMC for Fax Machine for NPIU**" addressed to the **Asst. Manager (Admin.), EdCIL (India) Limited, EdCIL House, 18A, Sector 16A, Noida** so as to reach not later than **1500 Hrs. on 10/04/2015**. If you wish to deliver the tender/quotation personally, you are requested to drop your quotation/ tender in the tender box only available at reception of the EdCIL House, Noida. The quotation/ tender received after the due date will not be entertained. The received quotations will be opened internally by the committee.
8. **OPENING OF THE TENDER** : Sealed tender received up to **15.00 hours on 10/04/2015** will be taken up for opening. Tender received after the specified date and time will not be accepted. Ed.CIL reserves the right to disqualify any or all of the tenders in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. **The bids will be opened up on the same day at 1600 hrs on 10/04/2015** before the evaluation committee and the bidders in the office premises at **EdCIL (India) Limited, Sector 16A, Plot 18A, NOIDA – 201 301**.
9. All the amount shall be indicated unit wise by the vendor/tenderders in figures as well as in words. Where there is any difference between the price quoted in figures and words, amount quoted in words shall prevail.
10. Your quotations / tenders shall remain open for acceptance for 90 days or as may be specified from the date of opening. No revision/modifications in the quoted/tendered rate will be allowed during the period of validity of tender/ quotation or the extended period.
11. The C-AMC provider would be required to **use only genuine spare parts** in the equipment, a certificate to that effect should be given by tenderer.
12. The C-AMC provider would be required to provide preventive maintenance to the equipment on quarterly basis. No advance payment will be made. The payment shall be made on half yearly basis, on production of bills.

13. The bidder should ensure that fax machines included in the service contract are in working conditions at all times, the minor repair should be carried out within 24 hours. For major repair / replacement of parts such as carriage unit, TPH, scanner, cabinet assembly, mother board, line card, OPNCT cards, power supply unit, gear parts, top & bottom covers, etc. the maximum time permissible will be five days. However, the firm would have to provide a standby machine till the defective machine is repaired and made operational and returned to the Deptt. For this purpose the department will not pay any charges to the firm.
14. The successful bidder shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the Corporation otherwise the Corporation shall have the right to cancel the contract and to purchase the goods elsewhere and the successful tenderers/vendors shall be liable to the Corporation for any loss of damage which the Corporation may sustain in consequence or arising out of such purchase.
15. The bidder has to undertake not to enter into sub-contract with any other person or transfer the contract or any benefit there under to any person or firm without the written approval of the Government.
16. The payment of services C-AMC shall be made within 20 days in half yearly installments after completion of satisfactory services to be certified by authorized person from user department. No advance payment will be made.
17. Bidders are requested not to erase or mutilate any word (s) of figures occurring in your quotation/tender, otherwise the quotation may be ignored. Your quotation/tender should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer. The bid will be evaluated on the total cost of services including all the rates quoted by the bidder.
18. The time to attend the fault may be indicated. **The maximum response time for maintenance complaint during C-AMC period shall not exceed 24 hours.**
19. This Corporation also reserves the right to terminate the contract without any notice in the event of your services is not being found satisfactory.
20. This Corporation also reserves the right to accept or reject any quotation/ tender in whole or in parts without assigning any reason thereof. Further, the Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
21. If the successful bidder will not be able to provide satisfactory services, a penalty of 5% will be imposed on the payment of the effected quarter.

22. The successful bidder whose tender is accepted by this office will be required to submit a security deposit as performance guarantee in the form of a Bank Demand Draft or Fixed Deposit Receipt (FDR) drawn on a Nationalized Bank in favour of EdCIL equivalent to 10% of contract price valid for 90 days beyond the contract period. This Security Deposit shall be submitted by the successful bidder within 7 days of issue of letter of award and on submission of this security Deposit, the earnest money earlier deposited would be returned to the successful bidder.
23. This contract extends only to problems arising out of normal functioning of equipment and contract does not cover break down or services for separate cost, arising out of damages caused due to fire, theft, riots, accidents earthquake storm and other nature calamities.
24. Within 7 days of receipt of the job order, the successful bidder shall furnish an agreement valid upto AMC period. The agreement should be as per format given in Annexure III.
25. All the documents & annexure etc. should bear the page numbers, signed & sealed by the authorized signatory of the firm.
26. Vendors registered with MSME/NSIC will be given purchase preference as per the Government Procurement Policy 2012.
27. The quotation should be unambiguous in all respects.

28. **TERMINATION FOR INSOLVENCY**

EdCIL may at any time terminate the Contract Agreement by giving a written notice to the awarding firm, without compensation to the firm, If the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to EdCIL.

29. **FORCE MAJEURE**

(i) Should any force majeure circumstances arise, each of the contracting parties shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

(ii) Force Majeure shall mean fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock-outs beyond the control of either party.

30. **ARBITRATION**

In the event of any question, dispute or difference arising between EdCIL and the company relating to any matter arising out of or connected with the servicing, maintenance and installation/delivery, job assigned to the firm for execution under the contract agreement, the same shall be referred to the Sole Arbitration of an officer to be nominated by Chairperson & Managing Director, EdCIL. The decision of the Arbitrator shall be final and binding on both the parties to the agreement

Yours faithfully

(Sushant Dey)
Asstt. Manager (Admin.)

ANNEXURE-I

TECHNICAL SPECIFICATIONS

S.No.	Description	Make	Type
1	Panasonic KX-FM 131 Fax Machine	Panasonic	Fax Machine

ANNEXURE - II

PRICE SCHEDULE (Price Bid)

(in Rs.)

Items	Qty.	Rate without TAX (Per Unit)	Total Amount without Tax	Tax, if any
Fax Machine (Panasonic KX-FM 131 Fax Machine)	02			

Total cost in Rs. (words) without tax : _____

Total Cost in Rs. (words) with tax: _____

Authorized signature with date & Seal of organization

Annexure – III

Annual Maintenance Agreement

This letter would serve as an Official and Legal Document for AMC of Fax Machine between the parties regarding its subject matter and supersedes all prior representation, discussion, negotiation, agreement, or inconsistent terms, weather written or oral.

Agreement Parties

Owner

Official Name: _EdCIL (India) Ltd.

Head Office Address: EdCIL House, Plot No. 18A, Sector 16A, Noida-201301

Email id: _____

Party:

Official Name: _____

Address: _____

Tel: _____

Party Details

Customer Details

Signature _____

Signature_____

Name of authorized person_____

Name of authorized person_____

Annual Maintenance Contract Terms & Conditions

The Annual Maintenance Contract undertaken by party to maintain the equipment described in Annexure I and keep them in good condition under the governed terms and conditions mentioned below.

1. At the time of starting dates of the contract. EdCIL will provide full access and support for inspection/ verification as and when required.
2. Party shall provide hardware maintenance free of cost for the supplied hardware/ equipment, promptly, during office working hours and shall respond Next Business Day Response.
3. Payments shall be made as per accepted job order and invoice; all payments shall be subject to deduction of tax at source as applicable under the Income tax Act 1961.
4. Any Changes in Taxation law by the governing body shall be applicable at the Time of Invoice.
5. The Comprehensive Contract shall cover all Parts, Spares and your visit of the engineer at our site as mentioned in the job order. All type of software support will not be covered in this contract O.S. Related Troubleshooting, Basic Networking issues will be entertained. The Non comprehensive contract would cover only free visit and inspection of the equipment as mentioned in the AMC quote.
6. Arrangement to bring the systems or any instrument to the service center will be made by the party, if it is found necessary to do so. If any part of the system is not available the party shall make all efforts will however, be made to complete the job, within 24 hours otherwise they have to be provide standby unit.
7. Not, withstanding anything contained in clause 7 above where the system is not rectified within 24 working hours to the satisfaction of the customer, the customer may get the system rectified by other service provider the cost for which shall be borne by party.
8. Party shall not be liable for any loss, damage to the system arising out of fire, electric Short circuit, voltage fluctuations, improper or no earthing, lightning, mishandling of the system, damage caused due to rodents pests or any other natural calamity at the customer place but would be liable if the product is damaged once party take the possession of the product except natural calamity.
9. Any Defect in the electrical installation, independent of the system of wiring, fluctuation of power supply, earthing etc. shall be attended and rectified by customer and is neither party responsibility nor are they covered by this contract.

10. This contract will cover repair or free replacements of components, which may be necessary as a result of normal wear and tear during the period of the contract. This does not cosmetic parts like tray, cabinets, covers, cables, cover, and plastic parts. All parts or components replace will be our property.
11. Quarterly scheduled preventative maintenance would be carried out in case the customer demands so. Customer may log a call at party helpdesk prior two working days for a scheduling the preventative maintenance.
12. In case party is in breach of any of the terms of the contract or fails to provide the services to the satisfaction of the customer, the customer may terminate the contract within a notice period of 14 working days.

Party Details

Company Name

Authorized Person Name

Signature

Customer Details

Company Name

Authorized Person Name

Signature