

Dear Sir,

Sub. : On-site Comprehensive Annual Maintenance Contract for Sony Laptop installed at MDM Project office, 6th Floor, Vijaya Building, Barakhambha Road, New Delhi.

This corporation intends to give on-site Comprehensive Annual Maintenance Contract for Sony Laptop installed at MDM Project Office, New Delhi as per details mentioned 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 our terms & conditions as set forth hereunder.

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

1. Earnest Money Deposit (EMD) of Rs. 3000/- for each schedule (Rupees Three Thousand only) by Demand Draft only drawn in favour of EdCIL (India) Limited' Payable at Delhi/Noida. **Any bid received without EMDs will be summarily rejected.** However, Bidders registered with DGS&D, NSIC or MSEs are exempted from payment of Bid Security.
2. Price Bid as per **Annexure- II**.
3. Letter of acceptance to the terms and conditions of the NIQ.
4. 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.
5. Attach copies of Certificate of Incorporation of the Firm, Service Tax Registration Certificate, Sales Tax/VAT, Registration Certificate and PAN No. Certificate.
7. The bidder shall furnish an undertaking regarding their non-blacklisting in any of the Government Department and Public Sector undertaking /enterprise in India and central vigilance commission during the last three financial years.
8. The bidder should have **at least one of its service centre located in Delhi/NCR.**

Contd. 2/-

9. The company should have at least Rs. 5 Lakhs of annual turnover in last three financial years i.e. for Financial Year 2012-13, 2013-14 & 2014-15. A Turn-over certificate from Chartered Accountant of the company is to be enclosed.
10. The bidder shall give the declaration that Company is sound and is not going for liquidation process.

TERMS & CONDITIONS:

Your quotation 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 equivalent to 2 machines for immediate repair of Laptop.
2. Since the C-AMC services are to be made at Delhi 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 presumed that service tax/ WCT is included in the rates.
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. The quotations should reach in a sealed cover as superscribed " **Quotation for C-AMC for Sony Laptop for MDM**" 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 18/11/2015**. 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.
5. **OPENING OF THE TENDER** : Sealed tender received up to **15.00 hours on 18/11/2015** 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 16.30 hrs on 18/11/2015** before the evaluation committee and the bidders in the office premises at EdCIL (India) Limited, Sector 16A, Plot 18A, NOIDA – 201 301
6. 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.
7. 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.
8. The C-AMC provider will **use only genuine spare parts** in the equipment, a certificate to that effect should be given by tenderer.

Contd. 3/-

9. The standby equipment to be provided should be of same make and specifications. The Corporation reserves the right to cancel the contract if the quality of material supplied/services offered fall below the required specifications and also if the deliveries are not made in accordance with the delivery schedule.
10. The successful tenderers/vendors 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.
11. The payment of services C-AMC shall be made within 20 days in quarterly installments after completion of satisfactory services to be certified by authorized person from concerned department through RTGS/NEFT.
12. You 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 requirement considering all the rates quoted by the bidder.
13. 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.**
14. This Corporation also reserves the right to terminate the contract without any notice in the event of your services is not being found satisfactory.
15. 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.
16. If the successful bidder will not be able to provide satisfactory services, a penalty of 10% will be imposed on the payment of the effected quarter.
17. EMD of successful bidder will be withheld till the expiry of contract. However, Agency registered with MSME/NSIC shall furnish Performance Bank Guarantee of 10% of contract value as per **Annexure-III**. In the case of unsuccessful bidder(s), the EMD will be refund/returned after finalization of contract.
18. 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.

19. All the documents & annexure etc. should bear the page numbers & signed by the authorized signatory of the firm.
20. Vendors registered with MSME/NSIC will be given purchase preference as per the Government Procurement Policy 2012.
21. The quotation should be unambiguous in all respects.
22. **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.
23. **FORCE MAJEURE** : (i) Should any force majeure circumstances arise, each of the contracting parties shall be excused for the non-fulfillment or for the delayed fulfillment 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.
24. **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 Chairman & Managing Director, EdCIL. The decision of the Arbitrator shall be final and binding on both the parties to the agreement with jurisdiction as Delhi only.

Yours faithfully

(Sushant Dey)
Asstt. Manager (Admin.)

Annexure-I

TECHNICAL SPECIFICATION

Sl. No.	Make & Model	Laptop Sl. Nos.
1.	Sony, Model : VPCSB18GG/B/S	275391867001711
2		275391867000853
3		275391867003152
4		275391867006376
5		275391867002867
6		275391867004759
7		275391867004076
8		275391867002752
9		275391867002237
10		275391867001770
11		275391867006760
12		275391867001896
13	Sony, Model : SVS13118GNB	275543387000571
14	Sony, Model : SVS13A15GGN	275545957000193
15	Sony, Model : SVS13A15GGN	275545957000122

Annexure – II

PRICE BID

Name of item with make	Qty.	C-AMC Cost without Tax Per Unit (Rs.)	Total C-AMC Cost without Tax (Rs.)	Taxes, if any
Sony Model : VPCSB18GG/B/S	12			
Sony, Model : SVS13118GNB	1			
Sony, Model : SVS13A15GGN	2			
Total Cost excluding taxes (Rs.)				
Total Cost including taxes (Rs.)				

Total cost in words excluding taxes _____

Sign with date & stamped of authority signatory

PERFORMANCE BANK GUARANTEE FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors
.....
.....
Date.....20....
Address:.....
.....

Note: *The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication*