

F.No.2.7 (1)/2016-G.II
UNION PUBLIC SERVICE COMMISSION
(General II Section)

To

Dear Sir,

Sealed Bids superscribed "**Tender for Maintenance of Fax Machines**" are invited from the reputed service providers of Fax Machines addressed to **Shri R.K.Dixit, Under Secretary (G-II)** so as to reach the undersigned not later than **3.00 P.M. on 27.02.2017** in the Tender Box kept at Gate 'C ' Reception of the UPSC for items specified in **Annexure-I**.

1 The bidders shall submit the tender in "**Financial bid**"sealed in separate cover with following enclosures:

- (a) The cover should contain the Earnest Money Deposit of Rs.2,000/- (Rupees Two Thousand only) in the form of a Bank Draft/Pay order drawn in favour of Secretary, UPSC at Delhi/New Delhi along with the copy of work orders of maintenance of Fax machine in Central/State Government Public Sector Undertakings etc. The complete list of documents required to be enclosed with the Financial Bid may be seen at **Annexure-II**. The envelope should be superscribed as "**Financial Bid For Maintenance of Fax Machines**". The Financial Bid will be opened on the same day at 3.30 P.M. in Room No.208 Second Floor, Ayog Sachivalaya Building, UPSC, New Delhi-110069 in the presence of such bidders who may be present on the occasion. The Bid received after stipulated date/time would not be entertained.

General Terms & Conditions

- (i) The rates shall remain firm for one year from the date of opening of bid and quoted for on-site maintenance basis. The effect of decrease in duties/taxes shall be passed on to UPSC by the bidder.
- (ii) The EMD of unsuccessful bidders would be returned immediately after the finalization of tender. The EMD of successful bidder would be returned after receipt of Performance Security as per Clause IV below. Under no circumstances interest on EMD would be paid by UPSC.
- (iii) The taxes/levies, if any, shall be quoted separately, failing which quoted rates would be taken as inclusive of taxes and no further request for inclusion of taxes would be entertained by this office.
- (iv) The successful bidder has to deposit 10% of the total contract value as Performance Security in the form of Bank Draft/Pay Order/Bank Guarantee from the Nationalized Bank in favour of Secretary UPSC payable at Delhi/New Delhi before the order is placed on the firm, which would be returned after the satisfactory completion of contract period. Bank Draft/Pay Order/Bank Guarantee shall be valid for a period of **60 (sixty)** days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- (v) The decisions of this office in regard to the acceptance or otherwise of the items will be final and binding.
- (vi) The maintenance rates shall be quoted on "per Machine" basis and shall include the cost of all genuine spares parts.
- (vii) The service maintenance contract will include quarterly service/overhauling of the fax machine, repair including cost and replacement of spare parts etc.

- (viii) The maintenance service is to be provided in respect of Fax Machine shall commence on "as is where condition basis is".
- (ix) Response time for maintenance call shall not exceed 2 (two) hours.
- (x) The system down time should not exceed **48 (forty-eight)** hours from the time at which the complaint was lodged. If the down time is more than 48 hours, the bidder will provide a standby Fax Machine. In case, the Fax Machine is to be repaired or an alternative Fax Machine is not supplied within the period of 48 hours from the time of failure reported, then the UPSC may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred thereon shall be recovered from the bidder.
- (xi) If the system down time exceeds the permissible limits as specified above, UPSC reserves the right to impose a penalty on the monthly bill for their failure to provide satisfactory maintenance service in attending the complaints from that particular bill @ 1% for each day delay subject to a maximum of 10% of the total bill of that particular machine.
- (xii) In the event of non-satisfactory performance of maintenance services by the successful bidder, UPSC will have the discretion to terminate the AMC by giving one month's notice and to award it to any other firm, and recover such amount from the bidder as may be decided by the Secretary, UPSC having regard to the loss/damage suffered to this office. Secretary, UPSC decision in this regard shall be final and binding on the parties.
- (xiii) The bidder shall certify that the repair/replacement of the parts of Fax Machine shall be of original manufacturers/suppliers.

- (xiv) The bidder shall provide service on all the working days from 9.30 AM to 6.00 PM. The engineer should report to the General II section as and when required. The engineer would be equipped with Mobile phone to ensure his availability at all times. As and when required by UPSC, the engineer shall render services also on non-working days.
- (xv) Hypothetical and/or conditional quotations would not be entertained.
- (xvi) **Income Tax**: Recoverable at source from tender bills, as applicable. Tenderers should furnish their permanent I.T. A/c. No. (PAN). The firm is also required to furnish a Certificate, as under in case it pays income tax.
"It is certified that I/we have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years.
- (xvii) Secretary, UPSC reserves the right to accept or reject any or all bids without assigning any reason.
- (xviii) The bidders shall indicate their own direct telephones (office as well as residence) and also their mobile phone so that they may be contacted in emergency situation.
- (xix) **Force Majeure**:
The firm shall not be responsible for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, act of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, power failure, accidents or disruption or operations arising from causes not attributable to any *mala fide* acts of the firm, fire or floods.

- (xx) **Payment terms:** The payment would be made on quarterly basis on the recommendation of the users. The users shall certify that the machine has been maintained satisfactorily by the firm. The certificate from each user in proper format may be furnished along with the bills for arranging payment.
- (xxi) **Risk Purchase Clause:** If the contractor after submission of tender and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of these tender documents, or fails to execute the work as per the requirement or time Schedule given or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD, invoke the performance security if deposited by the contractor and get the work done from other agencies at the risk and consequence of the contractor. The cost difference between the alternative arrangement and contract bid value will be recovered from the contractor along with other incidental charges including taxes, freight and insurance etc. In case UPSC is forced to obtain the services of some other service provider and if the rate charged by that firm is lower, no benefit on this account would be passed on to the contractor.
- (xxii) All bidders shall certify that all Terms & Conditions of the tender are acceptable to them.
- (xxiii) During the contract period UPSC may add or delete the said models of fax machines on pro rata basis.
- (xxiv) The tender notice is also available on UPSC website: **upsc.gov.in**.
- (xxv) The bids shall be valid for **6 (six months)** from the date of opening of Financial Bid.

- (xxvi) No request for increase in the accepted rates will be entertained during the currency of the contract. However, taxes would be paid as per Government Rules and Regulations.
- (xxvii) **Arbitration**: Any dispute or difference whatsoever arising between UPSC and the firm out of or relating to the conclusions, meaning and operation or effect of the contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC and the firm. The venue of Arbitration shall be at Delhi.
- (xxviii) **Jurisdiction**: Subject to arbitration herein above provided, any suit or proceedings to enforce the right of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.
- (xxix) The contract would be valid for a period of one year from the date of award of contract. However, Competent Authority, UPSC at its discretion may extend the contract for further period one year on the same terms, conditions and rates of the contract.

(R.K.Dixit)
Under Secretary (G)
Union Public Service Commission

ANNEXURE-I

PRICE SCHEDULE FOR FAX MACHINE

S.No.	Make of the Machines	Model	No. of Machines	Rate per Machine per Annum	Total amount	Taxes as applicable
1.	Konica Minolta	Pagepro 1590MP	13			
2.	Panasonic	KXMB-1530	04			
3.	Canon	MF 4750 dn	02			
4.	Canon	JX-201P/210	05			
5.	Canon	328VP	01			
6.	Canon	L220	08			
7.	Richo	SP212	04			
8.	Canon	L-140	02			
9.	Canon	822	01			
		Total	40			

Note 1: Taxes if any, shall be quoted separately failing which quoted rates would be taken as inclusive of taxes and no further request for inclusion of taxes would be entertained by this office.

Note 2: Rates to be quoted per Machine shall include all charges related to transportation of material in UPSC.

Note 3: The financial evaluation will be done on overall per machine of all items taken together.

ANNEXURE-II

List of documents to be enclosed with the Financial Bids.

1. EMD of Rs.2,000/-(Rupees Two Thousand only). Demand Draft/Pay order in drawn favour of Secretary, UPSC.
2. Certificate confirming that all Terms & Conditions of Tender are acceptable to the firm.
3. Details of Infrastructure facility available with the organization.
4. A list of Government Organization (s)/Public Sector Undertaking(s)/Private Sector firms to whom the tenderers has provided/been providing AMC services. Copies of work orders of such Government/PSU/Private Sector firms shall also be supplied as far as possible.
5. I.T. Returns and Balance-sheets of each of the preceding **three years** including 2015-2016.

(R. K. Dixit)
UNDER SECRETARY (G.II)
UNION PUBLIC SERVICE COMMISSION

To

The Secretary,
UPSC,
Shahjahan Road,
New Delhi - 110 069

Subject: Tender for Annual Maintenance Contract(AMC) for Fax Machines

With reference to the tender on the above subject, we enclose herewith following documents alongwith financial bid for consideration.

- i) EMD for Rs.....in the form of Demand Draft No_____dated_____.
- ii) A copy of Pan Card.
- iii) Financial bid in Annexure -I.

2. It is certified that all terms & conditions of the tender are acceptable to us.

3. It is certified that we have not been penalized or convicted for concealment of income /wealth during the immediately preceding three years.

Yours faithfully,

Name and address of the firm
Telephone /Mobile No

