

**F. No. 2.2(23)/2016-G.II
UNION PUBLIC SERVICE COMMISSION
(SANGH LOK SEVA AYO)
Dholpur House, Shahjahan Road,
New Delhi -110069**

NOTICE INVITING TENDERS

Online bids are invited under two-bid system for comprehensive Annual Maintenance Contract (AMC) of 4 (four) Scantron Insight 150 OMR Scanners from Original Equipment Manufacturer (OEM)/authorized dealers/suppliers/distributors/channel partners of the OEM who have experience in this field. The scope of work and technical details are indicated in Annexure-I & II of this document. **Manual bids shall not be accepted.**

Tender documents may be downloaded from UPSC website www.upsc.gov.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Date of Publishing on CPP Portal	20.03.2023
Document Download Start Date	20.03.2023 (1200 hrs)
Bid Submission Start Date	20.03.2023 (1200 hrs)
Bid Submission End Date	10.04.2023 (1200 hrs)
Clarification Start Date	20.03.2023 (1200 hrs)
Clarification End Date	24.03.2023 (1200 hrs)
Date & Time for Opening of Technical Bids	11.04.2023 (1400 hrs)
Earnest Money Deposit (EMD)	Rs.3,00,000/-

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.

Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.

GENERAL TERMS & CONDITIONS

1. Procedure of Submission of Bids:

Bids should be submitted through **Central Public Procurement Portal (e-procurement)** only.

The tender shall be submitted online in two parts, viz. Technical Bid and Price Bid keeping in view the following points:-

- All the pages of bid being submitted must be **signed and sequentially numbered** by the bidder irrespective of nature of content of the documents before uploading.
- The offers submitted by Fax/e-mail or any other mode shall not be considered. No correspondence will be entertained in this regard.
- The **hard copy** of original instruments of **Earnest Money Deposit (EMD)** of **Rs.3,00,000/-** in the form of a Demand Draft/Pay Order in favour of Secretary, UPSC **must be delivered to Under Secretary (G-II), Room No. 208A-ASB, UPSC** on or before the last date/time of submission of online bids as mentioned in critical date sheet.

(i) TECHNICAL BID

The bidder should submit the following documents mentioned in the Checklist as at Annexure-VIII duly signed by the authorized signatory along with the Technical Bid viz. :-

- a) Signed & scanned copy of Registration Certificate/Certificate of Incorporation and Memorandum of Association & Articles of Association of the company.
- b) Signed & scanned copy of PAN card;
- c) Signed & scanned copy of GST Registration Certificate;
- d) Signed & scanned copy of ISO Certification;
- e) Signed & scanned copy of letter from OEM i.e. M/s Scantron;
- f) Signed & scanned copies of IT Returns of the firm for each of the preceding three years including the year 2021-2022;
- g) Signed & scanned copies of audited Balance Sheets of the firm for each of the preceding three years including the year 2021-2022.
- h) Signed & scanned copy of certificate from Chartered Accountant (CA) indicating the annual turnover of the firm for each of the preceding three years.

- i) Signed & scanned copies of Work Orders/Purchase Orders during the preceding 5 years.
- j) Signed & scanned copy of Earnest Money Deposit (EMD) of Rs.3,00,000/-.
- k) Signed & scanned copy of Technical Compliance Statement as at Annexure-III and requisite documents/certificates as at Annexure-IV, Annexure-V and Annexure-VII.

(ii) PRICE BID

Schedule of price bid must be submitted in the prescribed format only. Rates should be quoted exclusive of taxes. Taxes shall be quoted separately along with rates.

2. Earnest Money Deposit:

An Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three Lakh only) is essentially required to be submitted along with the tender. EMD shall be deposited in the form of a Demand Draft/Pay Order from any nationalized bank payable to the Secretary, UPSC at Delhi/New Delhi failing which the bid will be summarily rejected. The Kendriya Bhandar, NCCF, the firm registered with NSIC/DGS&D and any organization exempted from submission of EMD under rules are exempted from submission of EMD on submitting the documentary proof. For other bidders, submission of EMD in prescribed form as mentioned above is mandatory.

- (i) The EMD shall be valid for minimum period of 45 (forty five) days beyond validity of the bid.
- (ii) The EMD shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in UPSC.
- (iii) The EMD of the unsuccessful bidders would be returned to them after the finalization of the tender. No interest on EMD would be paid by UPSC, under any circumstances.

- 3. Performance Guarantee:** The successful bidder will be required to furnish Performance Security @3% of the value of the contract to be maintained. The Performance Security shall be in the form of Demand Draft/Pay Order/Bank Guarantee in favour of Secretary, UPSC payable at Delhi and shall be submitted within 15 days of issue of letter of intent. The Performance Security shall remain valid till ninety days of the completion of all contractual obligations. It should be clearly understood that in the event of the work not being completed as per the Scope of Work, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalties, if any, which may be imposed as specified in the terms and conditions hereto. The EMD would be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by UPSC under any circumstances.

ELIGIBILITY CRITERIA

4. The bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/Consortium, Proprietorship or Partnership is not permitted. Proof for supporting the legal validity of the bidder i.e. Registration Certificate/Certificate of Incorporation and Memorandum of Association & Articles of Association of the company shall be submitted.
5. The bidder shall be Original Equipment Manufacturer (OEM) or authorized dealer/supplier/distributor/channel partner of the OEM who have experience in this field. A letter from the OEM i.e. M/s Scantron in this regard shall be submitted.
6. The bidder must have the experience of providing maintenance services for OMR scanners and similar equipments in Govt. organizations/Public Sector companies/reputed private companies for at least five years. In this connection, copies of at least 2 work orders/purchase orders during the preceding 5 years must be enclosed with the technical bid.
7. The firm should have been in existence for at least 5 years. Documentary proof in the form of Registration/Certificate of Incorporation clearly indicating the date of incorporation should be enclosed with the Technical Bid.
8. The firm should also have a turnover of at least Rs. 50 Lakh per year during each of the preceding three years. In this regard, the bidder shall furnish copies of audited Balance Sheets of the firm for each of the preceding three years including the year 2021-2022. Further, the bidder shall submit a certificate from Chartered Accountant (CA) indicating the annual turnover of the firm for each of the preceding three years.
9. The bidder shall be an ISO 9001:2008 certified company. Documentary proof to be attached with the technical bid.

OTHER TERMS & CONDITIONS

10. The OMR scanners proposed to be covered under the comprehensive AMC are installed in UPSC, New Delhi. The maintenance support of the OMR scanners is to be provided on the site.
11. The maintenance services to be provided for the OMR scanners shall commence on "as is where is" basis. The firm shall provide Engineers on call basis and when scanning activity of used OMR Sheets/SAL is in progress during the AMC period to look after the maintenance of these OMR Scanners. The firm should have technical staff with adequate experience in managing and maintaining of OMR scanners and similar equipments. A technical compliance statement as at Annexure-III to this document duly signed by the authorized signatory should be enclosed with the technical bid.
12. The contract shall be valid for 3 (three) years from the date of award of the contract subject to the following conditions:-
 - (i) AMC shall be renewed on year to year basis subject to satisfactory performance by the vendor.

- (ii) UPSC may, at its discretion, terminate the AMC by giving one month's notice.
 - (iii) UPSC, at its discretion, may extend the contract for a further period of up to 1 (one) year on the same terms, conditions & 3rd year rate.
13. The bidder shall indicate in the Price Schedule (Annexure-VI) the yearly maintenance charges separately for each of the three years. The bidder shall also quote the rates for the 5 (five) items mentioned in Part 'B' of the Price Schedule. All other parts other than these 5 parts shall be covered in the scope of AMC. Bids not received in the prescribed format are liable to be rejected. Taxes shall be quoted separately along with rates. Bidders who do not quote tax rates separately will not be considered responsive and their bid will be rejected.
 14. L-1 bidder will be decided on the basis of NPV (Net Present Value) at the discounting rate of 10% annually. The details of calculation for deciding L-1 firm are given in the Price Schedule (Annexure-VI). The selection of L-1 vendor will be on the basis of NPV plus total of rates for items contained in Part 'B' of the Price Schedule. However, payment will be made on the basis of year-wise rate quoted by the vendor plus taxes as applicable.
 15. Bids will be valid for a minimum period of 180 days from the date of opening of technical bids.
 16. Hypothetical, conditional or incomplete bids are liable to be rejected summarily.
 17. UPSC reserves the right to accept or reject all or any of the bids without assigning any reasons. The decision of the Secretary, UPSC would be final and binding.
 18. Income Tax: Recoverable at source from the bills, as applicable. Bidders should furnish their permanent I.T. A/c No. (PAN). They are also required to furnish a certificate as at Annexure-III that they have not been penalized or convicted for concealment of income/wealth during the preceding three years.
 19. Bidder shall furnish GST Registration Certificate containing GST Identification Number (GSTIN) of the firm. GST will be paid at actuals as per Government of India notification as issued from time to time.
 20. **Payment Terms:** Payment towards the comprehensive Annual Maintenance Contract will be made on quarterly basis on successful completion of work duly certified by the user Branch of UPSC. The contractor will have to submit the bills along with certificate from the user Branch and Preventive Maintenance report at the end of each quarter.
 21. **Risk Purchase Clause:** If the firm after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of the tender document and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and expense of the firm. The cost difference between the alternative arrangement and firm's bid value will be recovered from the firm along with other incidental charges. In case UPSC is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm.

22. **Liquidated Damages:** The vendor has to execute the work strictly as per scope of work and in accordance with the terms & conditions of the tender. In the event of failure to abide by the tender terms & conditions, UPSC may, without prejudice to any other right or remedy available, recover any such amount suffered as loss from the vendor as ascertained/assessed by this office as liquidated damages. The liquidated damages shall be at the rate of 1% per week of delay subject to a maximum of 10% of the total contract value for the particular quarter. The liquidated damages shall be in addition to penalties mentioned in Clause 23 below.
23. **Penalties:** As mentioned in Scope of Work (Annexure-I).
24. **Arbitration:** Any dispute or difference whatsoever arising between UPSC & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC & the firm. The venue of Arbitration shall be at Delhi.
25. **Jurisdiction:** Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either 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.
26. **Force Majeure:** UPSC or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquakes, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc. shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party give to the other party a notice within 21 days of the occurrence of such incidence. Either party, as and when it gives notice of *force majeure* shall provide confirmation of such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations to perform hereunder for so long as the event of *force majeure* continues and to the extent their performance is affected by such an event of *force majeure* provided notices as above are given and the event of *force majeure* is established as provided herein above. However, UPSC reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.
27. 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 notice and to award it to any other firm and recover such amount from the successful bidder as may be decided by Secretary, UPSC having regard to the loss/damage suffered by this office. The decision of the Secretary, UPSC in this regard shall be final and binding on the parties.
28. The above are broad conditions for AMC to be awarded. The vendor will have to sign maintenance agreement (copy at Annexure-VII) with UPSC if the AMC is awarded to them.

29. UPSC reserves the right to discontinue the agreement/contract with the agency at any point of time during the contract period without assigning any reason after giving one month's notice to the agency. The decision of the Secretary, UPSC shall be final and binding on both the parties.
30. Any queries relating to this tender may be directed to the following Helpline No.: 011-23381141 during office hours.
31. The tender notice is also available on UPSC's website: www.upsc.gov.in.

(R.K. Dixit)
Under Secretary (G-II)

SCOPE OF WORK

The vendor shall maintain 4 (four) Scantron Insight 150 OMR scanners on the terms and conditions herein mentioned below:-

1. **Scope of Work:** The vendor will be responsible for preventive and corrective maintenance of all the OMR scanners including all its accessories and operational support of Networking and Application software will be a part of the AMC. The scope of work shall also cover the following items:-
 - (a) Safety check
 - (b) Preventive maintenance
 - (c) Rectification of damage or fault arising from normal operation as well from aging by repairs or replacing modules sections, assemblies and components.

2. **Uptime:** The vendor shall ensure minimum 'UP TIME' of 95 percent of full configuration/equipments failing which a penalty as indicated in Clause 8 below will be imposed. However, before imposing penalty, UPSC will issue a show-cause notice in which the details of down time will be mentioned. It will also include the penalty proposed to be imposed on the firm. The breakdown time will be worked out as under:-
 - (a) Total machine hours (A) = No of working days in a quarter x 8 working hours per day
 - (b) Down Time (Definition) = Time lapse (in terms of working hours calculated on eight hours on all working days) between date & time when fault is rectified and date and time when fault is reported/acknowledged by UPSC maintenance engineer for the machine
 - (c) Down Time (B) = Number of break down days x 8 working hours per day
 - (d) Percentage Uptime = $[(A-B)/A] \times 100$
 - (e) Calculation of Penalty= Rate (cost) of AMC for one quarter for the scanners x Down Time (B) during the quarter/total working hours in the respective quarter.

3. The AMC shall include all the spare parts inclusive of any spare part to be replaced due to any normal wear and tear except following items which will be supplied by the vendor at a rate quoted by them in the Price Schedule:- (a) Retard pads, (b) Pick belt, new style, (c) Flexure assy, 0.009" heavy, (d) Flexyre assy, 0.005" light and (e) Transport printer ribbons. All the parts replaced will be of equivalent or higher specification. The vendor shall confirm that the repair/replacement of the parts of the OMR scanners shall be of original equipment

manufacturer/supplier. The vendor will maintain sufficient Reserve Spare Parts (RSP) for major items.

- 3.1. No extra charges on account of transportation/conveyance in respect of the Government property (i.e. machines/parts etc.) will be paid if they are required to be taken out of the UPSC premises for repairing maintenance.
4. **Preventive Maintenance:** The vendor will be responsible for carrying out preventive maintenance before starting the OMR scanning work of every examination which will include routine checks, cleaning of machines, running of diagnosis software and proper setting of OMR scanners. The vendor shall ensure, during preventive calls that both the OMR scanners are set at the same intensity level.
5. **Software Support:** The vendor will be responsible for providing operational support for existing application packages and operating systems installed with OMRs for imaging/scanning & data preparation. Any changes in existing software/tools will be covered under the ambit of this AMC. Any changes, whatsoever, in the existing application software developed by the vendor, would be carried out by them within the ambit of this AMC. However, if new software is required by the Commission, it will be done by the vendor on charge basis. The source code (modified/new) will be the property of Commission and the vendor will have to provide the source code (complete) to the Commission in soft copy immediately after modification of existing software or development of a new software as the case may be.
6. **Network Support:** The vendor will be responsible for providing operational support on the other hardware connected, provided by UPSC. However, the spare parts would be provided by UPSC.
7. **Services of Engineer:** Normal working hour of the Commission is from 0930 hrs. to 1800 hrs. However, the vendor will provide service engineer during the entire scanning process. The engineer shall ensure his availability as and when required by UPSC. However, due to exigencies of work, if service of engineer is required beyond working days/hours and on non-working days, the vendor will ensure his availability at no additional cost to UPSC. The engineer shall be on the rolls of the vendor. The engineer will be responsible for preparation of log for each and every activity carried by him, be it during maintenance or while attending problems. Such Log Register may be maintained as prescribed by the Commission and periodically shown to the technical team of UPSC.
8. **Penalty for delay in Services:** The vendor shall ensure minimum uptime of 95 per cent for configuration/equipment. If there occurs, any failure, the engineer will identify the fault immediately and should resolve the same within 24 hours. The vendor will ensure that all complaints with regard to OMR working will have to be rectified to the satisfaction of UPSC within a maximum period of 24 hours failing which a penalty as mentioned at para 2 (e) of the scope of work will be imposed per day at the time of making quarterly payments.
9. **Status Report:** The vendor shall maintain complete log book of preventive calls, calls reported, attended and closed with status duly signed by the concerned OMR in charge.

Technical Specifications of SCANTRON INSIGHT 150 OMR Image Scanner

General Capabilities:-

- 1) OMR speed, around 15,000 sheets per hour at 240 X 120 dots per inch resolution in ideal conditions.
- 2) Image scanning speed is 7,500 sheets per hour at 240 X 240 dots per inch resolution.
- 3) Document sizes from 3.25" X 7.0" to 9" X 12" acceptable to machine.
- 4) Input Hopper Capacity around 750 sheets with automatic document feed.
- 5) Primary Hopper Capacity around 750 sheets.
- 6) Secondary Output Hopper Capacity around 250 sheets.
- 7) Imprinter up to 30 characters capable of printing parallel to guide edge.
- 8) Ability to read Inbuild barcode/Litho Code,
 - i. Can read codebar, Code39, Inter leaved 2 of 5, EAN, Code 128
 - ii. Code Choice – automatic discrimination by the OMR.
 - iii. Resolution of the barcode reader – 0.15 mm
 - iv. Max No. of bar codes per column – 20 bar codes.
- 9) Ability to self calibrating Read Head using reflective Read mechanism. Capable of reading Pencil and Pen marks.
- 10) Mark Resolution grid from 0.166 inch to 0.200 inch.
- 11) Real-time multiple-sheet thickness detection.
- 12) Capable of interpreting multiple-choice answers, barcode labels and machine printer characters, all in real time.
- 13) Ability to interpret and generate one output record for documents that contain multiple data types, including OMR, hand and machine printed characters and bar code/Litho Code.
- 14) Ability to capture full or partial page bitone images for key-from-image data entry and grayscale images (e.g. photographs).
- 15) Ability to automatically generate the index value(s) for archive images.
- 16) Determine the presence or absence of entered data in real time and allow conditional scanning actions like printing and sorting based on the existence/absence of data.

ANNEXURE-III

Technical Compliance Statement for OMR cum Image Scanner

Sr.No.	General Capabilities	Compliance YES / NO	Page No.	Remarks
1.	Please confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of NIT.			
2.	Bidder should have provided duly signed copy of Authorization letter from Original equipment manufacturer (OEM) from M/s Scantron for back to back support of the network element.			
3.	Please confirm that the firm is ISO 9001:2008 certified for maintenance.			
4.	Name of dedicated Service Engineer along with detailed Resume of the Engineer.			

INVITATION OF BIDS FOR THE ANNUAL MAINTENANCE CONTRACT (AMC) OF INSIGHT 150 OMR SCANNERS

We _____

_____ (Name & address of the firm) have in response to your NIT dated _____ submitted a Technical & Financial bid for Annual Maintenance Contract (AMC) of Scantron Insight 150 OMR Scanners. As required under NIT, we hereby certify as under:-

1. That all the terms and conditions of the tender are acceptable to us.
2. That we fully understand the Scope of Work specified in the NIT and our bid is strictly in accordance with the Scope of Work.
3. That if the contract is awarded to us, we are agreeable to signing maintenance agreement as per the terms & conditions mentioned in the AMC agreement contained in Annexure-VII.
4. That the firm has been in existence for at least five years and has a turnover of at least 50 lakhs during each of the last 3 financial years.
5. That the firm possesses necessary technical expertise to undertake the job as specified in the Scope of Work and shall provide service Engineer on call basis to look after the maintenance of UPSC OMR Scanners during the AMC period.
6. That the repair/replacement of the parts of the OMR Scanners items shall be of Original Equipment Manufacturer (OEM).
7. That I/We have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years.
8. That I/We have not been blacklisted by any Government organization.

(Authorized Signatory)
Name & address of the firm/bidder

DECLARATION

I _____ s/o / d/o Shri
_____ hereby declare that none of my relatives is/are
employed in Union Public Service Commission (UPSC), New Delhi. In case at any stage, it is found
that the information given by me is false/incorrect, UPSC shall have the absolute right to take any
action as deemed fit without any prior intimation to me

Dated: _____

(Dated Signature of the Bidder
with Stamp of the firm)

Price SchedulePart 'A'

S. No.	Particulars/Equipments to be covered in the AMC	Qty	Rate (in INR) for 1 st Year (Y1) (Excl. tax)	Rate (in INR) for 2 nd Year (Y2) (Excl. tax)	Rate (in INR) for 3 rd Year (Y3) (Excl. tax)	Applicable Tax as on date of tender (in percentage)
1	Scantron Insight 150 OMR Scanner	4				

Part 'B'

S. No.	Items to be supplied by the vendor as and when required	Per Unit Rate (in INR)	Applicable Tax as on date of tender (in percentage)
1	Retard Pads		
2	Pick Belt, New Style		
3	Flexure Assy. 0.009" Heavy		
4	Flexure Assy. 0.005" Light		
5	Transport Printer Ribbon		
	Total		

Note:

- 1) The first year will start from the date of award of the contract.
- 2) Rates shall be quoted in Indian Rupees only. Rates quoted in other currency shall not be considered.
- 3) Rates of items listed under Part 'B' will remain firm throughout the contract period. These items will be ordered as per the requirement. These are optional for ordering by UPSC but mandatory for quoting and will be included in L-1 evaluation.
- 4) NPV (Net Present Value) will be calculated at the discounting rate of 10% annually. The details of calculation for deciding L-1 firm are given below:-

$$NPV = \{Y1 + Y2/(1 + 0.1) + Y3/(1 + 0.1)^2\}$$

[NPV = Net Present Value; Y1 = Rate quoted for 1st year; Y2 = Rate quoted for 2nd year & Y3 = Rate quoted for 3rd year]

Examples of NPV:

(i) If Y1 = 150, Y2 = 200 and Y3 = 240, then NPV will be calculated as under:-

$$\begin{aligned} \text{NPV} &= 150 + (200/1.1) + (240/1.21) \\ &= 150 + 181.82 + 198.35 \\ &= 530.17 \end{aligned}$$

Thus, the NPV is Rs. 530.17

(ii) If Y1 = 300, Y2 = 250 and Y3 = 200, then NPV will be calculated as under:-

$$\begin{aligned} \text{NPV} &= 300 + (250/1.1) + (200/1.21) \\ &= 300 + 227.27 + 165.29 \\ &= 692.56 \end{aligned}$$

Thus, the NPV is Rs. 692.56

5) The selection of L-1 vendor will be on the basis of NPV plus total of rates for items contained in Part 'B'. However, payment will be made on the basis of year-wise rate quoted by the vendor plus taxes as applicable.

DRAFT AGREEMENT

This maintenance agreement made at New Delhi on the _____ day of _____, 2016 between Union Public Service Commission having its office at Dholpur House, Shahjahan Road, New Delhi - 110069 (hereinafter referred to as "UPSC") of the one part and M/s _____ having its registered office at _____ (hereinafter referred to as "M/s _____" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the other part.

And whereas M/s _____ has agreed to undertake the maintenance work as per the terms & conditions and charges set out hereunder and mentioned in the NIT:-

THIS AGREEMENT NOW WITNESSETH AS FOLLOWS:-

TERMS & CONDITIONS

M/s _____ shall maintain 4 (four) Insight 150 OMR scanners on the terms and conditions herein mentioned below:-

1. **Scope of Work:** M/s _____ will be responsible for preventive and corrective maintenance of all the OMR scanners including all its accessories and operational support of Networking and Application software will be a part of the AMC. The scope of work shall also cover the following items:-

- (a) Safety check
- (b) Preventive maintenance
- (c) Rectification of damage or fault arising from normal operation as well from aging by repairs or replacing modules sections, assembles and components.

2. **Uptime:** M/s _____ shall ensure minimum 'UP TIME' of 95 percent of full configuration/equipments failing which a penalty as indicated in Clause 8 will be imposed. However, before imposing penalty, UPSC will issue a show-cause notice in which the details of down time will be mentioned. It will also include the penalty proposed to be imposed on M/s _____. The breakdown time will be worked out as under:-

(a) Total machine hours (A) = No of working days in a quarter x 8 working hours per day

Down Time (Definition) = Time lapse (in terms of working hours calculated on eight hours on all working days) between date & time when fault is rectified and date and time when fault is reported/acknowledged by UPSC maintenance engineer for the machine

(b) Down Time (B) = Number of break down days x 8 working hours per day

(d) Percentage Uptime = $[(A-B)/A] \times 100$

(e) Calculation of Penalty= Rate (cost) of AMC for one quarter for the scanners x Down Time (B) during the quarter/total working hours in the respective quarter.

3. The AMC shall include all the spare parts inclusive of any spare part to be replaced due to any normal wear and tear except following items which will be supplied by M/s _____ at a rate quoted by them in the Price Schedule:– (a) Retard pads, (b) Pick belt, new style, (c) Flexure assy, 0.009” heavy, (d) Flexyre assy, 0.005” light and (e) Transport printer ribbons. All the parts replaced will be of equivalent or higher specification. M/s _____ shall confirm that the repair/replacement of the parts of the OMR scanners shall be of original equipment manufacturer/supplier. M/s _____ will maintain sufficient Reserve Spare Parts (RSP) for major items.
 - 3.1. No extra charges on account of transportation/conveyance in respect of the Government property (i.e. machines/parts etc.) will be paid if they are required to be taken out of the UPSC premises for repairing maintenance.
4. **Preventive Maintenance:** M/s _____ will be responsible for carrying out preventive maintenance before starting the OMR scanning work of every examination which will include routine checks, cleaning of machines, running of diagnosis software and proper setting of OMR scanners. The vendor shall ensure, during preventive calls that both the OMR scanners are set at the same intensity level.
5. **Software Support:** M/s _____ will be responsible for providing operational support for existing application packages and operating systems installed with OMRs for imaging/scanning & data preparation. Any changes in existing software/tools will be covered under the ambit of this AMC. Any changes, whatsoever, in the existing application software developed by the vendor, would be carried out by them within the ambit of this AMC. However, if new software is required by the Commission, it will be done by the vendor on charge basis. The source code (modified/new) will be the property of Commission and the vendor will have to provide the source code (complete) to the Commission in soft copy immediately after modification of existing software or development of a new software as the case may be.
6. **Network Support:** M/s _____ will be responsible for providing operational support on the other hardware connected, provided by UPSC. However, the spare parts would be provided by UPSC.
7. **Services of Engineer:** Normal working hour of the Commission is from 0930 hrs. to 1800 hrs. However, M/s _____ will provide service engineer during the entire scanning process. The engineer shall ensure his availability as and when required by UPSC. However, due to

- exigencies of work, if service of engineer is required beyond working days/hours and on non-working days, the vendor will ensure his availability at no additional cost to UPSC. The engineer shall be on the rolls of the vendor. The engineer will be responsible for preparation of log for each and every activity carried by him, be it during maintenance or while attending problems. Such Log Register may be maintained as prescribed by the Commission and periodically shown to the technical team of UPSC.
8. **Penalty for delay in Services:** M/s _____ shall ensure minimum uptime of 95 per cent for configuration/equipment. If there occurs, any failure, the engineer will identify the fault immediately and should resolve the same within 24 hours. The vendor will ensure that all complaints with regard to OMR working will have to be rectified to the satisfaction of UPSC within a maximum period of 24 hours failing which a penalty as mentioned at para 2 (e) of the this document will be imposed per day at the time of making quarterly payments.
 9. **Status Report:** M/s _____ shall maintain complete log book of preventive calls, calls reported, attended and closed with status duly signed by the concerned OMR in charge.
 10. **Duration of Contract:** The contract shall be valid for 3 (three) years w.e.f. _____ subject to the following conditions:-
 - (i) AMC shall be renewed on year to year basis subject to satisfactory performance by the vendor.
 - (ii) UPSC may, at its discretion, terminate the AMC by giving one month's notice.
 - (iii) UPSC, at its discretion, may extend the contract for a further period of up to 1 (one) year on the same terms, conditions & 3rd year rate.
 11. **Force Majeure:** M/s _____ shall not be responsible for any failure to perform due to causes beyond M/s _____'s reasonable control including, but not limited to, act of God, war, riots, embargoes, strikes, lockouts, act of any Governmental authority, delays in obtaining licences 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 M/s _____, fire or floods.
 12. **Termination:** In the event of non-satisfactory performance of maintenance services by M/s _____, UPSC will have the discretion to terminate the AMC by giving one month notice and to award it to any other firm and recover such amount from M/s _____ as may be decided by the Secretary, UPSC having regard to the loss/damage suffered by UPSC. The decision of the Secretary, UPSC in this regard shall be final and binding on the parties.
 13. **Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be at Delhi.

14. **Maintenance Charges & Payment Terms:** Charges for maintenance of four OMR scanners including spare parts Rs. _____/- (Rupees _____ Only) plus service tax as applicable.
15. In the event of any dispute as to whether the system down time is due to damage caused by mishandling or malfunctioning, the same will be referred to Department of Information & Technology, Govt. of India for a decision. The decision of the Department of Information & Technology will be final and binding upon both the parties.
16. **Payment Terms:** The contract charges for maintenance of the four OMR scanners will be paid in four installments on quarterly basis after the end of each completed quarter. For this purpose, M/s _____ shall submit pre-receipted bill of their claim along with the certificate received from the user Branch about the satisfactory performance of the OMR scanners during the respective quarter after completion of every quarter. UPSC shall make payment within 15 business days of receipt of the bill, complete in all respects as mentioned above.
17. **Performance Security:** M/s _____ shall submit within 15 days of award of the AMC Performance Security for the amount of Rs. _____/- (Rupees _____ only) which is equivalent to 3% of the value of the contract in the form of Demand Draft/Pay Order/Bank Guarantee issued in favour of Secretary, Union Public Service Commission. The Performance Security shall remain valid up to expiry of the AMC period.

IN WITNESS whereof the parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of UPSC

For and on behalf of M/S _____

(By authorised signatory)

(By authorised signatory)

NAME: _____ NAME: _____

DESIGNATION: _____ DESIGNATION: _____

SIGNATURE: _____ SIGNATURE: _____

WITNESS: _____ WITNESS: _____

CHECKLIST

S. No.	Particulars	Yes/No	Page No.
1.	Whether signed & scanned copy of EMD enclosed		
2.	Whether signed & scanned copy of ISO Certification enclosed		
3.	Whether signed & scanned copy of letter from OEM i.e. M/s Scantron enclosed		
4.	Whether signed & scanned copy of Registration Certificate/Certificate of Incorporation and Memorandum of Association & Articles of Association of the company enclosed		
5.	Whether signed & scanned copies of IT Returns of the firm for each of the preceding three years including the year 2021-2022 enclosed		
6.	Whether signed & scanned copies of audited Balance Sheets of the firm for each of the preceding three years including the year 2021-2022 enclosed		
7.	Whether signed & scanned copy of certificate from Chartered Accountant (CA) indicating the annual turnover of the firm for each of the preceding three years enclosed		
8.	Whether signed & scanned copies of Work Orders/Purchase Orders during the preceding 5 years enclosed		
9.	Whether signed & scanned copy of PAN card enclosed		
10.	Whether signed & scanned copy of GST Registration Certificate enclosed		
11.	Whether signed & scanned copy of Technical Compliance Statement as at Annexure-III enclosed		
12.	Whether signed & scanned copy of certificate as in Annexure-IV enclosed		
13.	Whether signed & scanned copy of Declaration as in Annexure-V enclosed		
14.	Whether signed & scanned copy of AMC Agreement as in Annexure-VII enclosed		

(Authorized Name & Address of the Firm)
Tel. No./Mobile No./Fax No.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
2. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help Desk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender Document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Document. The details of the DD /any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers / bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
11. **ASSISTANCE TO BIDDERS**
 - (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk. The contact number for the Help Desk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.