

**LOK SABHA SECRETARIAT**  
**General Procurement Branch**

**No.31/3(AMC)/2012/GPB**

**01.02.2012**

From

K.C. Pandey  
Executive Officer,  
General Procurement Branch

To

M/s.-----  
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Sir,

**Sub. Limited Competitive bidding for awarding annual maintenance contract for servicing of fax machines.**

Lok Sabha Secretariat (LSS) intends to award annual maintenance contract for servicing of fax machines installed at Lok Sabha secretariat for a year. Bids are, therefore, invited from the firms having experience and expertise in providing maintenance services of the fax machines.

2. The qualifications, terms and conditions, instructions to the Bidders, etc may be seen in the tender document enclosed herewith for information and necessary action.

3. This tender document consists of (i) scope of the work (ii) Instructions to the Bidders, (ii) Terms and conditions of the tender, (iii) Declaration, and; (iv) Schedule of rates. **Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document which can be downloaded from [www.loksabha.nic.in](http://www.loksabha.nic.in).**

**Encl. as above**

Yours sincerely

Sd/-  
K.C. Pandey  
Phone No. 011-23034408, 4410

**ANNUAL MAINTENANCE CONTRACT (AMC) SERVICES IN RESPECT OF FAX MACHINES OF  
VARIOUS MAKES/ BRANDS INSTALLED IN LOK SABHA SECRETARIAT**

**SCOPE OF WORK**

This tender calls for Annual Maintenance of fax machines of various makes/ brands at Lok Sabha Secretariat, Parliament House/Parliament House Annexe, New Delhi. Scope of Annual Maintenance Contract Service includes providing routine maintenance services, attending to defects as and when they occur in the fax machines. AMC services shall also include providing all technically expert man power, labour, tools and tackles and replacement of defective spare parts.

**INSTRUCTIONS TO THE BIDDERS**

**Minimum eligibility criteria**

1. Bidders should

- have minimum **3 years** of experience in maintenance of fax machines in Government Departments/ Ministries /PSUs. (Valid proof- Copies of AMC contracts signed with ministries/ depts. / PSUs in each year for last 3 years mentioning value, magnitude of work has to be attached)
- have sufficient and qualified manpower to carry out the repairs/ attend to service related matters at short notice (valid and certified proof has to be attached).
- not have been blacklisted by the Depts/Ministries of the Govt. of India.

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

**Earnest Money Deposit (EMD)**

2. The Earnest Money Deposit (EMD) @ 2% of the bid value should necessarily accompany the Bid in the form of Demand Draft drawn in favour of '**Drawing and Disbursing Officer , Lok Sabha**' payable at New Delhi. **Bid received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.**

3. The EMD in respect of the unsuccessful bidders shall be returned to them **within 15 days** without any interest **after finalization of tender**. However, EMD in respect of successful Bidder will be released after receipt of Performance Security Deposit. Further, if the agency fails to provide Performance Security as per requirement of LSS **within 7 days** from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

4. EMD will be forfeited, if the bidders withdraw after submission of the bids or opening of the tenders.

#### **Performance Security Deposit (PSD)**

5. PSD @ 5% of the proposed value of the contract will have to be made **within 7 days** on receipt of supply order to ensure due performance of the contract.

6. PSD may be in the form of (i) A/c Payee Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha**, New Delhi; (ii) Deposit receipt from a Nationalized Bank; or (iii) Bank Guarantee from a Nationalized Bank.

#### **Documents/Certificates**

7. The Tendering firms/agencies are required to submit the photocopies of the following documents along with the bids failing which their bids will not be accepted .

- (a) Copy of CST/VAT/TIN Registration Certificates;
- (b) Proof of having experience in providing the services to the Government Departments/ Ministries and PSUs for the last three years. (Copies of the proof of providing these services to ministries/PSUs during **each of the last three years** should be enclosed)
- (c) Declaration regarding blacklisting or otherwise. (**Annexure-I**)
- (d) List and bio data of service Engineers/ technical staff available with Bidder

#### **Mode of and last date for submission of the Bid**

8. The tender, complete in all respect, should be submitted in the prescribed form along with supporting documents in sealed envelopes addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No. 408, Parliament House Annexe, New Delhi** must reach on or before **17.02.2012 by 1500 hrs**. Tenders may be hand delivered at the afore mentioned address.

**Non acceptance of the tenders received after the last date**

9. Tenders received after the closing date and time prescribed in the tender notice shall NOT be accepted under any circumstances.

**Non transferability**

10. This tender is non transferable.

**Extension of last date at the Discretion of LSS**

11. The Director (GP&GS), Lok Sabha Secretariat, New Delhi, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

## TERMS & CONDITIONS

### Rates/ Prices

1. The rates should be quoted in Indian Rupees only in words as well as figures. Excise duties, sales tax, VAT, octroi, transportation, handling, insurance etc., as may be applicable should be quoted separately as shown in Annexure-II. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
2. Tender rates should be valid for **at least one year** from the date of signing of the rate contract agreement. **Tender rates valid for a shorter period shall be rejected as non-responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
3. The rates quoted for AMC services shall be inclusive of all spares, accessories, manpower, tools and tackle replacement of parts, routine servicing and maintenance of equipments, taxes etc, complete in all respects as per scope of work. Nothing extra shall be payable on any account for providing AMC services.
4. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.

### Bid Validity

5. The bids once given shall remain valid and open for acceptance for a period of 120 days from the date fixed for receiving the same.

### Promptness in attending to complaints

6. On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal / written complaint from co-coordinating officer of Secretariat . The down time for attending to and rectification of defects / complaint shall not exceed 24 hours on any working day (other wise max 48 hours, including holidays).

### **Settlement of disputes**

7. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

### **Purchasers Rights**

8. The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

9. The LSS reserves the right to award the contract to more than one Bidder.

10. The LSS reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

11. The LSS reserves the right to black list a bidder for a suitable period in case the bidder fails to honour its bid without sufficient grounds.

12. If a firm after award of the contract violates any of the terms and conditions, it shall liable to be blacklisted and its EMD/performance security shall be forfeited.

### **Basis of awarding the contract**

13. The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions.

### **Payment of Bills**

14. Payments shall be on QUARTERLY basis. The service provider shall submit the bill to the General Procurement Branch during 1<sup>st</sup> week of succeeding month for the quarter ending. Payment against bill/Invoice shall be released only after services are found to the satisfaction of the LSS. Payment will be made direct to the service provider through **A/c payee cheque only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

### **Availability of spare parts & maintenance of log book**

15. The service provider shall
- (i) maintain stock of essential spare parts in the store at his nearest service centre;
  - (ii) keep essential spare parts under his custody to ensure spare parts consumed are replaced promptly within 24 hours;
  - (iii) provide the spare parts of the same make / quality as installed in existing fax machines with warranty or guarantee of one year period;
  - (iv) maintain service log book / file containing maintenance report duly countersigned by the authorized Officer of the Secretariat ;

### **Agreement**

16. The successful bidder shall sign the Agreement in accordance with form of Agreement included in the Bid Documents and submit the same to the General Procurement Branch within a week of the receipt of notification of award. The Executive Officer of the General Procurement Branch shall return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within a week from the receipt of the approved draft. **(Annexure-III)**

### **Signature on each page of the tender document**

17. Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.

### **Establishment**

18. The bidders should have establishment such as office space, adequate human resources such as service engineers/ technical staff, etc. A proof of having these is required to be submitted along with the bid.

### **General/Others**

19. The bidders will be bound by the details furnished by him/her to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of the contract making him / her liable for **legal action besides termination of contract.**

20. In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

21. Unsatisfactory performance of service shall render the subject contract liable to be terminated without notice;

22. At the end of the contract period, the service provider shall demonstrate satisfactory functioning of all the fax machines.

23. The fax machines shall be taken over for AMC contract on as and where installed basis.



**ANNEXURE-I**

**AMC IN RESPECT OF FAX MACHINES OF VARIOUS MAKES/ BRANDS INSTALLED  
IN LOK SABHA SECRETARIAT**

Tender No.- **No.31/3(AMC)/2012/GPB**

Dated **01.02.2012**

**DECLARATION**

To

The Executive Officer ,  
General Procurement Branch  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the bidder)

Name:

Designation with Seal of the Firm

Date:

**AMC IN RESPECT OF FAX MACHINES OF VARIOUS MAKES/ BRANDS INSTALLED  
IN LOK SABHA SECRETARIAT**

**Tender No. No.31/3(AMC)/2012/GPB  
DATED 01.02.2012**

**From**  
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**To**  
**The Director (GP&GS)**  
**General Procurement Branch,**  
**Lok Sabha Secretariat, Parliament House Annexe,**  
**New Delhi-110001.**  
**Sir,**

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for providing Annual Maintenance Services for fax machines as per the scope of services.

**My / our rates are as under-**

**SCHEDULE OF RATES (FINANCIAL BIDS)**

| Sl. No. | Make/ Brand | Specifications   | No. of Units^                    | AMC Charges per unit (Rs.) | VAT/ ST/ ED, etc. (Rs.), If any. | Total Rs. in figures | Total in Words (Rs.) |
|---------|-------------|--|----------------------------------|----------------------------|----------------------------------|----------------------|----------------------|
| 1.      | Net Work    | (8050)   | 01                               |                            |                                  |                      |                      |
| 2.      | Brother     | BR 275<br>2820   | 04<br>27                         |                            |                                  |                      |                      |
| 3.      | Panasonic   | P 105 CX<br>FT 903   | 01<br>10                         |                            |                                  |                      |                      |
| 4.      | Sharp       | FO 50<br>FO 610  | 01<br>08                         |                            |                                  |                      |                      |
| 5.      | Samsung     | SF 330<br>SCX 4521 D3<br>SF 565 PR<br>SF 651 PR<br>SCX 4828<br>SCX 4824 FN | 01<br>01<br>24<br>19<br>01<br>01 |                            |                                  |                      |                      |
| 6.      | Canon       | Laser L220<br>Heavy Duty   | 09<br>01                         |                            |                                  |                      |                      |
| 7.      | HP FAX      | 6488   | 01                               |                            |                                  |                      |                      |

**^The number of machines may vary during the contract period**

**SPECIMEN OF ANNUAL MAINTENANCE CONTRACT AGREEMENT**

**To be executed at the time of entering into agreement before awarding tender. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.**

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**AGREEMENT**

This agreement is made on this ..... day of .....2012 between M/s.....  
herein referred to as the contractor carrying on business under the name and style of M/s. ....of the one part. **Lok Sabha Secretariat (LSS)**, acting through the **Director (GP&GS)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for **Comprehensive Annual Maintenance Contract for FAX machines of different make installed in Lok Sabha Secretariat** in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake Comprehensive Annual Maintenance Contract for FAX machines of different make installed in Lok Sabha Secretariat in conformity with the terms and conditions as agreed to in the bid dated ..... at the rates quoted by him/them. The rates are exclusive of all the levies taxes like sales tax and excise duty fright.
2. This contract shall be effective from ..... to .....The Tender is valid for a period of one year from the date of signing of the agreement, which can be extended for a further period of three months on the same rate & terms and conditions on mutual consent of both the parties.
3. The contractor shall service the fax machines as and when required with great promptness and satisfaction of the Secretariat.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. Director in charge of the General Procurement Branch on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any.
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary-General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Security Deposit is to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender during the currency of the contract including the extended period if any.
8. That the tender terms and conditions shall also form part of the agreement.
9. That the contractor acknowledges that he has fully acquainted himself with all the conditions and he shall not plead ignorance of any the conditions.

In witness whereof, the contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year first above written.

**Signature of the authorized official of the  
Company/Firm**

**Signature:**  
**Name :**  
**Address :**

**Signature of the authorized  
official of the LSS**

**Signature:**  
**Name :**  
**Address :**