

Government of India  
Cabinet Secretariat  
(Special Protection Group)

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Admin Block, SPG Complex,  
Sector-8, Dwarka,  
New Delhi-77.

TENDER NOTICE

No. I-31/SPG-Prov/2015(15)Pt-I-3728

Dated 05 JUL 2018

Director, Special Protection Group, on behalf of the President of India invites online bids(Techno-commercial bid), from interested parties/firms, for Full Service Maintenance Agreement(FSMA), of Photocopier machines of SPG, for a period of one year, through e-tender.

Important Tender Details

i).	Earnest Money Deposit (EMD)	₹22,000/- (Rupees Twenty Two Thousand Only)
ii).	Date from which tender documents can be down loaded	06/07/2018
iii).	Last date for down loading of tender documents	30/07/2018 (1500 hrs)
iv).	Last date and time for uploading of Bids	30/07/2018 (1600 hrs)
v).	Date and time for opening of Techno Commercial Bid	31/07/2018 (1600 hrs)
vi).	Address for Communication and bid opening place	Assistant Inspector General (Prov), Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Phone No. 011- 25090554 & Fax 011-25090682.

2. The complete tender document is available on the website [www.spg.nic.in](http://www.spg.nic.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

3. All Indian bidders fulfilling the prequalification criteria are eligible to participate in the tender. Participating firms must have the after sales service arrangements in Delhi.

4. If you are in a position to quote for the supply of these stores, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.

  
(A.V.S. Kaliyar)

Assistant Inspector General (Prov)

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1. Introduction

- (A) The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector- 8, Dwarka, New Delhi-110077 intends to obtain " the rates for Full Service Maintenance Agreement(FSMA) of photocopier machines of SPG, for a period of one year as per details given at "Annexure -V".
- (B) The number of photocopier machines are liable to increase or decrease during the period of contract due to new purchase or condemnation at any time during the FSMA period. After completion of warranty period, new photocopier machine would be included in the contract automatically after expiry of warranty period. Payment of FSMA for such cases would be made on proportionate basis.

Time Line

i).	Date from which tender documents can be down loaded.	06/07/2018
ii).	Last date for down loading of tender documents	30/07/2018 (1500 hrs)
iii).	Last date and time for uploading of Bids	30/07/2018 (1600 hrs)
iv).	Date and time for opening of Techno Commercial Bid	31/07/2018 (1600 hrs)
v)	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tele - 011-25090554, Fax - 25090682.

- (C) On line offers in Single Bid System (i.e. Techno Commercial bid) are invited from interested parties/firms fulfilling the terms and conditions set forth in the tender document.
- (D) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected.
- (E) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit EMD, well in advance so as to reach well before specified time of closing. Late documents/e-tenders will not be accepted in any case.

2. Pre-qualification criteria

Documents connected with fulfillment of pre-qualification criteria must be furnished with Techno commercial bid.

Pre-qualification criteria for bidders are as under:-

(i)	The bidder should be a registered firm/concern or a company registered under the Companies Act, 1956 or registered with various taxation authorities. Copies of the registration certificate must be uploaded with Techno Commercial Bid.
(ii)	The Tendering firm/supplier must have TIN/TAN/GST/Service tax number in its name and must enclose copies of registration certificate. Details of bidders may be filled in Annexure-III.
(iii)	The bidder should have an average annual turnover of ₹10 Lakhs during preceding three financial years. In support of their claim, the bidder must upload audited annual accounts for last 3 years or a certificate showing annual turnover of last three financial years from its chartered accountant.
(iv)	The firm should have presence in terms of FSMA/CAMC/Annual Maintenance of photocopier machines. The firm should have executed with Govt./PSU/Autonomous body for rendering maintenance/repair work of at least ten photocopier machines, in the last three years. Copies of at least one award letter/work order during last two years may be attached.
(v)	The firm should be original manufacturer or authorised distributor/ dealer/representative/stockist/channel partner.
(vi)	The firm should not have been blacklisted/debarred by any Govt. organization. An undertaking to this effect is to be submitted in the prescribed format as per Annexure-I.
(vii)	The firm should have its registered office in Delhi/NCR.

## 3. Terms &amp; Conditions of the Tender

(1)	<p><u>Earnest Money Deposit (EMD)</u> : The Bidders are to deposit an amount of ₹22,000/- (Rupees Twenty Two Thousand Only) in the form of Demand Draft/Fixed Deposit Receipts/Bank Guarantee/Banker's Cheque drawn in favour of "Director of Accounts, Cabinet Secretariat, Special Wing, SPG" payable at New Delhi, towards the EMD along with the tender. Earnest Money should reach to Office of AIG (Prov), SPG on or before end of date of e-bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents along with their e-tender. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit performance security as requested in terms of para 3(13). The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. Firms who are registered with DGS&amp;D/MSME/NSIC irrespective of the stores for which they are registered, are exempted from payment of EMD. Such tenderer must submit a copy of registration with the DGS&amp;D/MSME/NSIC with e-bid.</p>
(2)	<p><u>Scope of work :-</u></p> <p>The service contract stipulates Full Service Maintenance of the photocopier machines of Special Protection Group and its covers the following:-</p> <ul style="list-style-type: none"> <li>i) Preventive Maintenance.</li> <li>ii) Breakdown maintenance.</li> <li>iii) Replacement of all defective components and parts free of cost during the period of contract.</li> </ul>
	<p><u>i) Preventive Maintenance:</u></p> <p>Preventive maintenance of the photocopier machines, which includes all types of repair with fitting of spare parts, oiling, cleaning and greasing and checking of proper functioning of photocopier machine, will invariably be carried out once in a month. The firm shall maintain a service history sheet and it will be sent to Asstt. Inspector General (Prov), SPG.</p> <p><u>ii) Breakdown Maintenance:</u></p> <p>The firm shall ensure that the reported breakdown/complaint is attended to and the machine is made functional immediately, within 24 hours of receipt of calls.</p> <p><u>iii) Replacement of Parts:</u></p> <p>The maintenance contract is comprehensive/Full Service Maintenance Agreement and covers repair/ replacement of all the parts, toner/cartridges, consumables, drum, gears, roller etc of photocopier machine except replacement of outer body cover,</p>



	tray of the photocopier machine. Only genuine spare parts with BIS marking/made by OEM will be used as a replacement. These items will be provided by the firm without any extra cost in addition to service / maintenance of machine. However, Paper, power & any damage to machine due to rodent/insect attack/fire/natural calamities, failure of meeting site requirements or physical damage occurred due to negligence/ mishandling are not covered in the agreement.
(3)	<p><u>Servicing of Photocopier machines:</u> The contractor/firm shall be responsible for servicing, cleaning and repair and replacement of all defective components with original parts whenever required. No extra payment will be made for such services. The photocopier machines are of different make/models and the same are to be serviced, repaired and maintained as per their original mechanical workmanship. The maintenance job will include the following:-</p> <ul style="list-style-type: none"> <li>i) Serviceability of Photocopier machines at 100% satisfaction level at all hours.</li> <li>ii) Maintenance of Photocopier machines will include periodic servicing/cleaning, repair of all minor and major components whenever necessary replacement of all the parts, toner/cartridges, consumables, drum, gears, roller etc of photocopier machine except replacement of outer body cover, tray of the photocopier machine.</li> </ul>
(4)	<p><u>Penalty Clause:</u> In case the firm does not respond within the stipulated time and fails to make the machine functional, liquidated damage would be recovered from the payable amount to the firm. A penalty of Rs.500/- per day per complaint will be imposed, if the resolution of that is delayed above 48 hours. If the service provider is not able to complete or turn up for the calls, then user can avail services from any other local service provider and the amount can be deducted from the amount payable to FSMA firm. The commulative penalty cannot exceed 10 % of the total FSMA value of that particular photocopier machine for the relevant quarter.</p>
(5)	<p><u>Standby Machine:</u> The firm shall provide serviceable Photocopier machine, if repair of any machine is delayed for any reason by more than 24 hours.</p>
(6)	<p><u>Transportation:</u> If any Photocopier machine or its parts are required to be taken to the workshop by the firm for repair, no transportation charges shall be paid by SPG. The firm shall arrange its own transportation on written consent of SPG. Further the firm has to provide Bank Guarantee(BG) for the value/amount of machine/equipment to be taken out for repair.</p>

(7)	<p><u>Payment:</u></p> <p>Payment of FSMA charges will be made to the firm quarterly, after completion of every three months of the FSMA subject to carrying out repair and maintenance satisfactorily and obtaining satisfactory certificate from the various location/Offices of SPG. The payment for last quarter will be released after satisfactory completion of FSMA and handing over all the machines in perfect running condition, and obtaining satisfactory service certificate from Offices/locations. Payment of FSMA charges will be made on the basis of actual number of machines/equipments maintained for that particular period.</p> <p>Payment will be made after making tax deductions at source, wherever applicable. The firm shall reflect TAN/PAN Number/Service Tax Number/GST on the invoice/bill.</p> <p>In case of revocation, non-compliance with the terms and conditions of the contract or unilateral withdrawal or non-fulfillment of contractual obligations, action will be taken as per agreement, advance payment made, if any, will be proportionately recovered, in addition to forfeiture of PBG. However, Director, SPG reserve the right to terminate the contract at any time if the work of the firm is not found satisfactory, without assigning any reason thereof.</p>
(8)	<p><u>PRE-FSMA CHECK UP:</u></p> <p>The Photocopier machines are kept in the running condition in respective Location/Office of SPG. To ensure perfect condition of photocopier machines, the qualified firm will carry out a pre-FSMA check-up of photocopier machines one week prior to commencement of FSMA. Short comings/defects in the system, so intimated, will be rectified by SPG and Photocopier machines, will be handed over to the firm in perfect condition. However, no such short coming/defect will be considered by SPG after commencement of FSMA. If no such report is received from the firm before commencement of FSMA, it will be presumed that photocopier machines have been handed over to the firm in perfect condition and it will be sole responsibility of the firm to keep the machines in working condition during the entire FSMA period and no request for condemnation/replacement of any machine will be entertained except any damage to machine due to rodent/insect attack/fire/natural calamities, failure of meeting site requirements or physical damage occurred due to negligence/mishandling.</p>
(9)	<p>The details/list of 36 Photocopier machines for which FSMA rate(per copy/print) are invited is enclosed at Annexure-V. Rates for per copy/print may be quoted in Annexure-VI.</p>
(10)	<p><u>Determining of L-1 :</u></p> <p>The bid is open to only those bidders who have capability to undertake the FSMA of all the photocopier machines as per</p>

	Annexure-V. The L-1 will be decided keeping in view the total estimated annual financial implication for all the photocopier machines proposed to be placed under FSMA through this tender in a year as given under price bid proforma attached as Annexure-'VI'. Further statutory duties and taxes will not be taken into account to work out the unit price arriving L-1.
(11)	The estimated number of copies during a year will be carried out from the lowest (L1) bidder according to requirement of SPG from time to time during the validity period of the rates. This estimated quantity may increase or decrease as per requirement of SPG. FSMA rate(per copy/print) and taxes are to be indicated separately.
(12)	The period of FSMA/contract shall be for one year from the date of award of contract. However, SPG may at its discretion extend it for further period of one year/years on same rate and terms & conditions, on willingness of the firm. During the currency / validity period of the contract, in no circumstances increase of rate will be allowed. It is expected from the suppliers/firms, that rates have been quoted keeping in view the market rate fluctuations.
(13)	<u>Performance Security:</u> The successful bidder is required to deposit PBG @ 10% of the contract value within 30 days of award of contract, in the form of DD/Pay order/FDR/ Bank Guarantee in favour of Director of Accounts, Cabinet Secretariat, Special wing, SPG, New Delhi, valid up to a period beyond 60 days of completion of the contract, failing which EMD will be forfeited. The amount of PBG will be determined on the basis of 10% of the estimated cost of photocopy charges during one year. In case of performance Security in the form of BG, it is to be submitted by the bidder in the form at " <u>Annexure-IV</u> ". Irrespective of firms registered with the MSME/NSIC/DGS&D, selected firm/bidder has to furnish PBG as per tender. PBG will be released only after meeting all the contractual obligations including submission of documents of deposit of statutory taxes (A certificate from Chartered Accountant will be submitted).
(14)	<u>Injury/Loss:</u> SPG shall not be responsible for any injury/loss if it is caused to the representative(s) of the firm during the course of repair/maintenance of the machine.
(15)	<u>Sub-Letting of Contract:</u> The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of firm contravening this condition, action will be taken as per rules, including cancellation of contract, forfeiture of security deposit and black listing/debarring etc.



(16)	<u>No Extra Payment:</u> As it is full service maintenance agreement, no extra payment towards any other repair/services will be entertained by the SPG.
(17)	<u>Skilled service engineer:</u> Firm should deploy the skilled service engineers, for maintenance and repair of the photocopier machines.
(18)	Arbitration place : Sole Arbitrator will be appointed by SPG in terms of India Arbitration and Conciliation Act 1996. Place of Arbitration will be at New Delhi, India.
(19)	Warranty: The firm will provide warranty/guarantee, on applicable standard terms and conditions as provided by OEM.
(20)	<u>Cancellation of Contract:</u> In case of any breach of any terms and conditions by the successful bidder / contractor, SPG reserves the right to cancel the work order placed on the successful bidder / contractor by giving one month notice.
(21)	Anti-Corruption Notification: Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.
(22)	Special instructions – Force Majeure clause :-  i) Should any force majeure circumstances arise, each of the contracting party shall be excused for the non fulfillment or for the delayed fulfillment of any contractual obligation if the affected party within 10 days of its occurrence informs the other party in writing.  ii) Force majeure shall mean the events beyond the control of either party i.e. Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc.  iii) The obligations of the parties shall be deemed to be suspended during the continuance of Force Majeure event and the said period shall not be considered as delay with respect to the period of delivery.  iv) In the event of any Force Majeure persisting for an uninterrupted period exceeding 12 months, either party deserves the right to terminate the contract upon giving prior written notice of 30 days to the other party.

(23)	<p><u>Contract termination / splitting / rejection clause:</u>          SPG reserves the right to terminate the contract, split orders, accept or reject any quotation alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to. The decision of SPG in respect of evaluation of bids and / or award of contract shall be final.</p>
(24)	<p><u>No commitment to accept best or any other offer :</u>          SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.</p>
(25)	<p>The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded alongwith Techno commercial bid.</p>
(26)	<p>There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorised person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.</p>
(27)	<p>SPG reserves the right to reject any or all tenders without assigning any reason.</p>
(28)	<p>Clarification regarding Tender document : Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. The clarifications, if any, sought by the bidder on the Tender Document should be sent to AIG (Prov.) in writing.</p>
(29)	<p><u>Amendment of Tender Document:</u>           At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids. The amendment will be notified in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders.</p>
(30)	<p>No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.</p>

(31)	The information to be submitted by the bidder should be as per the description given in this document.
(32)	Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.
(33)	The firm should certify that the firm has not been blacklisted/debarred from any Govt organisation/PSU.
(34)	<u>Acceptance of Terms &amp; Conditions, agreement etc:</u> The e-bidders should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable and submit Annexure I to VII along with its bid duly signed. SPG reserves the right to accept/reject any/all the bids.
(35)	<u>General</u>  This document alongwith the attachment here is to be signed by both the parties and shall constitute the entire binding contract between the firm and the SPG. This contract shall be governed in all respects by Indian Law and deemed to have been concluded at Delhi and the Court of Law at Delhi/NCR will have exclusive jurisdiction in all matters of dispute.  The foregoing terms and conditions shall reveal notwithstanding of any variation contained in the terms and conditions, any other orders or other documents submitted by the customer, unless such variations have been specifically agreed upon by the firm of FSMA.

Signature of Tenderer

Name in Block Letters:

Date

Tender No. \_\_\_\_\_ dated \_\_\_\_\_

SCHEDULE OF TENDER  
(Tender for Full Service Maintenance Agreement(FSMA) of  
photocopier machines for a period of one year :  
Techno-Commercial Bid)

1	Tender to be addressed and submitted to:	Asstt. Inspector General (Prov), Admin Block, SPG Complex, Sector-8 Dwarka New Delhi-77
2	Technical Specification	
	Name of the Govt Officer/PUCs/Autonomous bodies, where such repair/maintenance work rendered in the last two years ( Photocopies of at least one work order to be enclosed)	
3	Name of the firm with registered address and Telephone Number:	
4	Present address with Telephone Number:	
5	Place or places at which the maintenance of Photocopier machine is required	Various offices of SPG located in New Delhi
6	Earnest Money deposited (Mandatory)	₹22,000/- (Rupees Twenty Two Thousand only)  Receipt No.  Dated:



7	Capacity in which the tender is signed by the tenderer	
8	Conditions of contract contained in the invitation to tender and instructions for tenderer and contained in draft agreement	ACCEPTED
9	Address of the Workshop at which repair of Photocopier machine is to be carried out with details of machinery to used along with materials	
10.	i. TIN ii. Service Tax Number iii. PAN. iv. GST	

Signature of Tenderer  
Name in Block Letters:  
Date

AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the President of India represented by the Director, SPG Cabinet Secretariat, hereinafter referred to as the Government (which expression shall include his permitted assignee) on the part and Shri/Smt \_\_\_\_\_ of \_\_\_\_\_ M/s \_\_\_\_\_ hereafter referred to as the Contractor (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrations and legal representatives) on the other part.

WHEREAS the Government has called for open tender for Full Service Maintenance Agreement(FSMA) of Photocopier machines of various makes vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ in the office of Director, Special Protection Group (Cabinet Secretariat) initially for one year and extendable subject to satisfactory service and contractor has submitted a tender No. \_\_\_\_\_ dated \_\_\_\_\_ which has been accepted by Government vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ whereunder the contractor is required to make a security deposit of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per para 12 of this agreement.

NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. All the rates, terms and conditions of this agreement will be applicable initially for a period of one year from \_\_\_\_\_ to \_\_\_\_\_ and can be extended for further period on written consent and acceptance by both the parties on the same terms & conditions and rates.

2. The Photocopier machines shall be serviced, installed and maintained in 100% serviceable condition at all hours according to the Terms and Conditions as contained in "Tender Notice" and "Tender documents" and Instructions to the tenderers".
3. The contractor shall be paid maintenance/FSMA charges at the rates for various types of photocopier machines as shown against each for the period of contract, as mentioned in enclosed Appendix-"VI".
4. The service contract stipulates Full Service Maintenance of the photocopier machines of Special Protection Group and it covers the following:-
  - i) Preventive Maintenance.
  - ii) Breakdown maintenance.
  - iii) Replacement of all defective components and parts free of cost during the period of contract.

Preventive Maintenance:

Preventive maintenance of the photocopier machines, which includes all types of repair with fitting of spare parts, oiling, cleaning and greasing and checking of proper functioning of photocopier machine, will invariably be carried out once in a month. The firm shall maintain a service history sheet and it will be sent to Asstt. Inspector General (Prov), SPG.

Breakdown Maintenance:

The firm shall ensure that the reported breakdown/complaint is attended to and the machine is made functional immediately, within 24 hours of receipt of calls.

Replacement of Parts:

The maintenance contract is comprehensive/Full Service Maintenance Agreement and covers repair/ replacement of all the parts, toner/cartridges, consumables, drum, gears, roller etc of photocopier machine except replacement of outer body cover, tray of the photocopier machine. Only genuine spare parts with BIS marking/made by OEM will be used as a replacement. These items will be provided by the firm without any extra cost in addition to service / maintenance of machine. However, Paper, power & any damage to machine due to rodent/insect attack/fire/natural calamities, failure of meeting site requirements or physical damage occurred due to negligence/ mishandling are not covered in the agreement.

5. Servicing of Photocopier machines:

The contractor/firm shall be responsible for servicing, cleaning and repair and replacement of all defective components with original parts whenever required. No extra payment will be made for such services. The photocopier machines are of different make/models and the same are to be serviced, repaired and maintained as per their original mechanical workmanship. The maintenance job will include the following:-

- i) Serviceability of Photocopier machines at 100% satisfaction level at all hours.
- ii) Maintenance of Photocopier machines will include periodic servicing/cleaning, repair of all minor and major components whenever necessary replacement of all the parts, toner/cartridges, consumables, drum, gears, roller etc of photocopier machine except replacement of outer body cover, tray of the photocopier machine.

6. Penalty Clause:

In case the firm does not respond within the stipulated time and fails to make the machine functional, liquidated damage would be recovered from the payable amount to the firm. A penalty of Rs.500/- per day per complaint will be imposed, if the resolution of that is delayed above 48 hours. If the service provider is not able to complete or turn up for the calls, then user can avail services from any other local service provider and the amount can be deducted from the amount payable to FSMA firm. The commulative penalty cannot exceed 10 % of the total FSMA value of that particular photocopier machine for the relevant quarter.

Director, SPG reserves there right to appropriate the performance guarantee deposit or make deductions from it, if the Supplier fails to discharge any of contractual obligations during the currency of contract.

7. The photocopier machines will be maintained with all preventive measures to pre-empt any possibility of short circuiting, resulting in fire. Any incident of fire attributable to malfunctioning of photocopier machines and its related component will hold the



contractor/firm responsible for damage/penalty as would be fixed by the Director, SPG.

8. Standby Machine

The firm shall provide serviceable photocopier machine, if repair of any machine is delayed for any reason by more than 24 hours.

9. Transportation

If any Photocopier machine is required to be taken to the workshop by the firm for repair, no transportation charges shall be paid by SPG. The firm shall arrange its own transportation on written consent of SPG. Further the firm has to provide Bank Guarante(BG) for the value/amount of machine/equipment to be taken out for repair.

10. Payment

Payment of FSMA charges will be made to the firm quarterly, after completion of every three months of the FSMA subject to carrying out repair and maintenance satisfactorily and obtaining satisfactory certificate from the various location/Offices of SPG. The payment for last quarter will be released after satisfactory completion of FSMA and handing over all the machines in perfect running condition, and obtaining satisfactory service certificate from Offices/locations. Payment of FSMA charges will be made on the basis of actual number of machines/equipments maintained for that particular period.

Payment will be made after making tax deductions at Source, wherever applicable. The firm shall reflect TAN/PAN Number/Service Tax Number/GST on the invoice/bill.

In case of revocation, non-compliance with the terms and conditions of the contract or unilateral withdrawal or non-fulfillment of contractual obligations, action will be taken as per agreement, advance payment made if any, will be proportionately recovered, in addition to forfeiture of PBG. However, Director, SPG reserve the right to terminate the contract at any time if the work of the firm is not found satisfactory, without assigning any reason thereof.

11. PRE-FSMA CHECK UP:

The Photocopier machines are kept in the running condition in respective Location/Office of SPG. To ensure perfect condition of photocopier machines, the qualified firm will carry out a pre-FSMA

check-up of photocopier machines one week prior to commencement of FSMA. Short comings/defects in the system, so intimated, will be rectified by SPG and Photocopier machines, will be handed over to the firm in perfect condition. However, no such short coming/defect will be considered by SPG after commencement of FSMA. If no such report is received from the firm before commencement of FSMA, it will be presumed that photocopier machines have been handed over to the firm in perfect condition and it will be sole responsibility of the firm to keep the machines in working condition during the entire FSMA period and no request for condemnation/replacement of any machine will be entertained except any damage to machine due to rodent/insect attack/fire/natural calamities, failure of meeting site requirements or physical damage occurred due to negligence/mishandling.

12. Performance Security:

The supplier is required to furnish performance guarantee, within 30 days of award of the contract, in the form of DD/FDR/Pay order/ Bank Guarantee in favour of Director of Accounts, Cabinet Secretariat, Special wing, SPG, New Delhi for an amount of 10% of the total FSMA value including taxes, which will be valid up to a period beyond 60 days of completion of the contract.

13. Injury/Loss

SPG shall not be responsible for any injury/loss if it is caused to the representative(s) of the firm during the course of repair/maintenance of the machine.

14. Sub-Letting of Contract

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of firm contravening this condition, action will be taken as per rules, including cancellation of contract, forfeiture of security deposit and black listing/debarring etc.

15. No Extra Payment

As it is Full Service Maintenance Agreement(FSMA), no extra payment towards any other repair/services will be entertained by the SPG.

16. Skilled Service Engineers :-

Firm should deploy the skilled service engineers for maintenance and repair of the Photocopier machines.

17. Force majeure:

- i) Should any force majeure circumstances arise each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any contractual obligation if the affected party within 10 days of its occurrence informs the other party in writing.
- ii) Force majeure shall mean the events beyond the control of either party i.e Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc.
- iii) The obligations of the parties shall be deemed to be suspended during the continuance of Force Majeure event and the said period shall not be considered as delay with respect to the period of contract.
- iv) In the event of any Force Majeure persisting for an uninterrupted period exceeding 12 months, either party deserves the right to terminate the contract upon giving prior written notice of 30 days to the other party.

18. Anti-Corruption Notification

Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization, or anywhere else shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

19. Arbitration:

Sole Arbitrator will be appointed by SPG in terms of Indian Arbitration and Conciliation Act 1996. Place of Arbitration will be at New Delhi, India.

20. General

This document along with the attachment here is to be signed by both the parties and shall constitute the entire binding contract between the firm and the SPG. This contract shall be governed in all respects by Indian Law and deemed to have been concluded at Delhi and the Court of Law at Delhi/NCR will have exclusive jurisdiction in all matters of dispute.

The foregoing terms and conditions shall reveal notwithstanding of any variation contained in the terms and conditions, any other orders or other documents submitted by the customer, unless such variations have been specifically agreed upon by the firm of FSMA.

Signed for and on behalf of Firm

Asstt. Inspector General (Prov)  
Or and on the behalf of Director, SPG

Signature & Seal

Name :

Place :

Date :



"Annexure-III"

CERTIFICATE

Certified that, all the terms and conditions mentioned in the Tender Enquiry No. I-31/SPG-Prov/2015(15)Pt-I-3728 dated 05/07/2018 for "Full Service Maintenance Agreement of Photocopier machines, of SPG" are unconditionally acceptable.

It is also certified that the firm has not been blacklisted/debarred from any Govt organisation/PSU.

PLACE :

DATED :

SIGNATURE OF THE TENDERER

Stamp/seal of the firm/company

Bank Guarantee form for Performance Security

To

Director of Accounts,  
Cabinet Secretariat,  
Special Wing, SPG,  
East block-IX,  
Level V, RK Puram,  
New Delhi

WHEREAS .....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after 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 scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

Sl No.	Make/Model	Photocopier Serial No. SRL NO.	Installed at	Installed on		Estimated number of copies for one year
1	Xerox WC 128	3552180169	Director's Office	Dec'2006		6700
2	Xerox WC 5325	3322191315	PMH Reception	28-01-2013		114000
3	Xerox WC 5020 DN	3315152398	MT Br.	09-01-2012		24000
4	Xerox WC 5020 DN	3315150956	PMH	15-05-2012		36000
5	Xerox WC 5020 DN	3330402414	Kennal Br	22-01-2014		8000
6	Xerox-5325	3322273052	XJP	17/07/2013.		112000
7	MP-2550B Ricoh	M6422000055	Estt. Br.	07/01/2013.		115000
8	2000 LE Ricoh	L7186650739	Library	22 Sep'2008		2000
9	2000 LE Ricoh	L7186651061	Tech Br.	26 Sep'2008		50000
10	2000 LE Ricoh	L7197250287	MT Wksp	Jan'2010		25000
11	MP-2550B Ricoh	M6482400312	Conf. Cell	02-09-2009		32000
12	MP-2550B Ricoh	M6482400318	Acctts Br-II	24-07-2009		30000
13	2000 LE Ricoh	L7106451109	Welfare	24-06-2010		34000
14	MP 2851 Ricoh	V8211300172	"G" Branch	08-03-2011		63000
15	MP 2851 Ricoh	V8202100098	6A KMM	Oct'2010		44000
16	MP-2001L Ricoh	E344M250731	3 MLNP	23-05-2014		41000
17	MP-2001L Ricoh	E344M750192	XJP(12 TL)	09-09-2014		11000
18	Xerox-WC 5755 CPS	3647776581	Trg. Br.	31-01-2012		72000
19	Xerox-WC 5735CPS	3643349360	Acctts-I Br	28-03-2012		20000
20	Xerox-WC 5735CPS	3643353309	VS Br.	05-06-2012		32000
21	Xerox-7120 DAD (Colour Copier)	3323053196	Tour Br. (Colour)	20-03-2012	B/W : A4:	92000
					B/W : A3 :	2000
					Col: A4:	12000
					Col: A3 :	2000
22	Xerox-7225 (Colour Copier)	3327611304	Tour Br. (Colour)	28-03-2014	B&W A4 :	43000
					B&W A3 :	2000
					Col A4 :	56000
					Col A3:	2000

23	Xerox-7125 (Colour Copier)	3323149592	Trg Br. (Colour)	22-01-2014	B&W A4 :	68000
					B&W A3 :	2000
					Col A4 :	8000
					Col A3:	1000
24	Xerox WC 7225 Colour copier	3329956163	Function branch	30-08-2016	B&W A4 :	140000
					B&W A3 :	2000
					Col A4 :	15000
					Col A3:	2000
25	Xerox-WC 5020	3315219115	NGO	29-03-2013		13000
26	Xerox-WC 5020	3315219310	PMO	19-04-2012		45000
27	IR 3225 Canon	DFL 04700	CR, 9 RCR	Jan'2010		60000
28	Bizhup (Konica Minolta) Model No. 211	04127784	Dispensary	Nov'2010		6000
29	Konica Minolta BH 226 Digital Copier (Under warranty upto 23/01/2018)	A845041001190	Estate branch	24-01-2017		28000
30	Kyocera FS-C8520 MFP (Colour)		Control room, 9 LKM		B&W A4 :	40000
					B&W A3 :	3000
					Col A4 :	5000
					Col A3:	2000
31	Kyocera FS-C8520 MFP (Colour)	L3K7301590	PMO	25-08-2017	B&W A4 :	25000
					B&W A3 :	3000
					Col A4 :	5000
					Col A3:	2000
32	Kyocera taskalfa 3511i	VTP7800528	IFU	09-03-2018		10000
33	Kyocera taskalfa 3511i	VTP7800545	Prov branch	09-03-2018		92000
34	Kyocera taskalfa 3511i	VTP7800527	Prov store	27-02-2018		13000
35	Kyocera taskalfa 3511i	VTP7800521	Tech branch	08-03-2018		50000
36	Kyocera taskalfa 3511i	VTP7100232	Comn branch	08-03-2018		32000



ANNEXURE-"VI"							
PRICE BID PROFORMA OF FSMA FOR PHOTOCPIER MACHINES AVAILABLE IN SPG							
Sl No.	Make/Model	Photocopier Serial No. SRL NO.	Installed at	Installed on	Unit rate of FSMA per copy/print (without taxes)	Estimated number of copies for one year	Estimated annual maintenance cost
1	Xerox WC 128	3552180169	Director's Office	Dec'2006		6700	
2	Xerox WC 5325	3322191315	PMH Reception	28-01-2013		114000	
3	Xerox WC 5020 DN	3315152398	MT Br.	09-01-2012		24000	
4	Xerox WC 5020 DN	3315150956	PMH	15-05-2012		36000	
5	Xerox WC 5020 DN	3330402414	Kennal Br	22-01-2014		8000	
6	Xerox-5325	3322273052	XJP	17/07/2013.		112000	
7	MP-2550B Ricoh	M6422000055	Estt. Br.	07/01/2013.		115000	
8	2000 LE Ricoh	L7186650739	Library	22 Sep'2008		2000	
9	2000 LE Ricoh	L7186651061	Tech Br.	26 Sep'2008		50000	
10	2000 LE Ricoh	L7197250287	MT Wksp	Jan'2010		25000	
11	MP-2550B Ricoh	M6482400312	Conf. Cell	02-09-2009		32000	
12	MP-2550B Ricoh	M6482400318	Acctts Br-II	24-07-2009		30000	
13	2000 LE Ricoh	L7106451109	Welfare	24-06-2010		34000	
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15	MP 2851 Ricoh	V8202100098	6A KMM	Oct'2010		44000	
16	MP-2001L Ricoh	E344M250731	3 MLNP	23-05-2014		41000	
17	MP-2001L Ricoh	E344M750192	XJP(12 TL)	09-09-2014		11000	
18	Xerox-WC 5755 CPS	3647776581	Trg. Br.	31-01-2012		72000	
19	Xerox-WC 5735CPS	3643349360	Acctts-I Br	28-03-2012		20000	
20	Xerox-WC 5735CPS	3643353309	VS Br.	05-06-2012		32000	
21	Xerox-7120 DAD (Colour Copier)	3323053196	Tour Br. (Colour)	20-03-2012	B/W : A4:	92000	
					B/W : A3 :	2000	
					Col: A4:	12000	
					Col: A3 :	2000	
22	Xerox-7225 (Colour Copier)	3327611304	Tour Br. (Colour)	28-03-2014	B&W A4 :	43000	
					B&W A3 :	2000	
					Col A4 :	56000	
					Col A3:	2000	

23	Xerox-7125 (Colour Copier)	3323149592	Trg Br. (Colour)	22-01-2014	B&W A4 :		68000	
					B&W A3 :		2000	
					Col A4 :		8000	
					Col A3:		1000	
24	Xerox WC 7225 Colour copier	3329956163	Function branch	30-08-2016	B&W A4 :		140000	
					B&W A3 :		2000	
					Col A4 :		15000	
					Col A3:		2000	
25	Xerox-WC 5020	3315219115	NGO	29-03-2013			13000	
26	Xerox-WC 5020	3315219310	PMO	19-04-2012			45000	
27	IR 3225 Canon	DFL 04700	CR, 9 RCR	Jan'2010			60000	
28	Bizhup (Konica Minolta) Model No. 211	04127784	Dispensary	Nov'2010			6000	
29	Konica Minolta BH 226 Digital Copier (Under warranty upto 23/01/2018)	A845041001190	Estate branch	24-01-2017			28000	
30	Kyocera FS-C8520 MFP (Colour)		Control room, 9 LKM		B&W A4 :		40000	
					B&W A3 :		3000	
					Col A4 :		5000	
					Col A3:		2000	
31	Kyocera FS-C8520 MFP (Colour)	L3K7301590	PMO	25-08-2017	B&W A4 :		25000	
					B&W A3 :		3000	
					Col A4 :		5000	
					Col A3:		2000	
32	Kyocera taskalfa 3511i	VTP7800528	IFU	09-03-2018			10000	
33	Kyocera taskalfa 3511i	VTP7800545	Prov branch	09-03-2018			92000	
34	Kyocera taskalfa 3511i	VTP7800527	Prov store	27-02-2018			13000	
35	Kyocera taskalfa 3511i	VTP7800521	Tech branch	08-03-2018			50000	
36	Kyocera taskalfa 3511i	VTP7100232	Comn branch	08-03-2018			32000	

DETAILS/PARTICULARS OF BIDDERS

S/No.	Brief Details	To be given by the firm
01	Name of the firm	
02	Complete Address	
03	i) Telephone No. ii) Mobile No: iii) Fax No.	i) _____ ii) _____ iii) _____
04	TIN number : TAN number :	
05	Name of proprietor(s)	
06	Address of Proprietor(s)	
07	PAN No. of proprietor(s)	

Date:

Place :

SIGNATURE OF THE TENDERER.

(with date and stamp )