

F.No.7/1/2017- OAS
Government of India
Press Information Bureau
(Office Automation Section)

.....

Shastri Bhawan, New Delhi
Dated: 23rd February 2018

Notice Inviting Tender

Subject: Full Service Maintenance Agreement (FSMA) for Photocopier Machines installed in Press Information Bureau, New Delhi.

...

Sealed Tenders are invited in **two bid system** for the award of Full Service Maintenance Agreement (FSMA) including all spares & consumables like Toner, Drum Kit, Fuser Kit, Exposure & Heater in genuine (except paper and power supply) for photocopy machines installed in Press Information Bureau located at Shastri Bhawan, National Media Centre and Information Centre, New Delhi for a period of one year after awarding the contract/work order. Description of photocopy machines installed in PIB, Shastri Bhawan and National Media Centre, 7-E, Raisina Road, New Delhi are given below with terms and conditions enumerated in following paragraphs.

2. At present the Photocopier Machines in the Bureau which are to be covered under FSMA are of Toshiba and Canon make. The number of machines would vary from time to time. If new machines are purchased in the Bureau, after expiry of warranty period, rates of these photocopy machines will be taken on the basis of rates quoted for similar make of machines and rate. It will be the responsibility of the company to provide genuine OEM (Original Equipment Manufacturers) spare parts / toner of the machines, etc. and to keep them in proper working condition. The present list of photocopier installed in PIB Hqrs is placed at **Annexure-III**.
3. The Bidder shall quote the rate on **per copy basis** which must be inclusive of all taxes/ charges i.e maintenance/ repair/ replacement for all spares & consumables like Toner, Drum Kit, Fuser Kit, Exposure & Heater in genuine (except paper and power supply) throughout the contract period. Under FSMA contract, per Machine charges will be paid to the selected company on monthly basis upon submission of supporting documents indicating details of number of copies made machine-wise/preventive servicing. A penalty of Rs.100/- per day for not providing toner and Rs.300/- per day in case the down time of a machine exceeds 24 hours would be charged. **It may be duly noted that separate rates must be quoted for 'Color' and 'Black & White' Photocopiers (Annexure-II).**
4. The technical / financial bid should be in two separate covers with technical bid mark as "TECHNICAL BID" and financial bid proposed be marked as "FINANCIAL BID" and both these envelopes shall be put in another bigger envelope super subscribed "Full Service Maintenance Agreement (FSMA) for Photocopier Machines installed in PIB-Hqrs."

....2/-



5. The sealed quotation may be addressed to the Deputy Director, Press Information Bureau, Room No. 716, 'A' Wing, Shastri Bhawan, New Delhi so as to reach the undersigned by **3.30 PM on 14/03/2018**. The quotation will be opened **on the same day at 4.00 PM**. Interested parties or their authorized representatives who wish to be present at the time of opening of quotation may remain present.
6. The rates quoted will be valid for a period of one year. However, Bureau reserves the right to extend the contract period upto three years on satisfactory performance of previous year on the existing terms and conditions including payment charges or curtail the period of the contract. Disputes, if any, arising in the matter shall be settled by an arbitrator to be nominated by Principal Director General (M&C) in the Bureau. No demand for revision of rate on any account shall be entertained during the contract period.
7. The successful bidder will have to deposit **Performance Security of Rs.1,00,000/- (Rupees One Lakh only)** in the form Fixed Deposit from a Nationalized Bank along with signed terms and conditions (copy enclosed) and earnest money will be returned to firm. The performance security will be forfeited if the firm fails to perform any of the terms and conditions of the instant tender. Performance Security would remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations.
8. The firm / company must be **ISO certified**.
9. The firm / company should be registered with the Registrar of Companies. The quotations received after the stipulated date and time will not be entertained in any case.
10. The firm / company shall **maintain the equipment (s) as per manufacturer's guidelines and shall use Standards components for replacement**. Until and unless written orders of the undersigned are conveyed, the original specification / characteristics / features shall not be changed.
11. Immediately on award of the contract, the contractor would give a report for taking over all equipment in working condition (with their configuration – make & model number) and the number of pages processed by each machine on which the contract has been taken. It shall be the responsibility of the firm to keep all the photocopy machines satisfactorily in working condition throughout the contract period and also to hand over the systems to the Bureau in working condition on the expiry of the contract. In case any damage to the systems of the Bureau is found, compensation, which would be determined by the undersigned must be paid by the firm.
12. The firm / company will prepare separate logbook for each of the machines to be taken under FSMA contract.

....3/-



13. In case the contractor, backing out midterm without any explicit consent of this Bureau, the firm will be liable towards recovery at higher rates, vis-a vis, those contracted with it, which may have to be incurred by this Bureau on maintenance of machines for the balance period of contract though alternative means.

14. Any act of backing out would automatically debar the firm / company from any future dealings with the Bureau and EMD amount would be forfeited.

15. The Press Information Bureau reserves the right to cancel the process of tender/contract at any point of time without assigning any reasons thereof.

16. If the services rendered are not found satisfactory at any point of time during the period of the contract, the contract is liable to be cancelled without any notice.

17. Any information thereto, if required, may be collected from Section Officer (OAS), Press Information Bureau, Room No. 707A, 'A' Wing, Shastri Bhawan, New Delhi - 01 or on Telephone No. 2338 5388.

18. The contract shall be subject to Indian Laws and the jurisdiction of Delhi Courts.


19. **The Technical Bid should include the following details:**

- i) Details of company in prescribed Performa Annexure-I. Company Profile (viz. firm's Name and Full Postal Address with Telephone / Mobile No.).
- ii) Copy of Registration Certificate of GST & PAN.
- iii) Address of workshop (s) in Delhi / NCR.
- iv) Minimum turnover required of last three financial years **is Rs.50 lakh**. Proof of annual turnover shall be submitted in form of CA certified letter and copy of Income Tax return of last three years.
- v) Registered and reputed firm must have adequate experience, not less than **3 years**, in the relevant field. Details of past experiences in at least two Ministries / Departments with requisite proof.
- vi) Minimum **05** technical persons on the pay rolls of the firm with name, qualification, experience of photocopy machines. List of technical persons with qualification should be attached.
- vii) Requisite proof of being Authorized Partner/Service Provider of either Toshiba or Canon must be enclosed.

....4/-



- viii) The quotation shall be accompanied by an earnest money of **Rs.25,000/- (Rupees Twenty Five Thousand only)** in form of **Demand Draft** in favour of DDO, PIB, New Delhi. **The cheque will not be accepted.** The quotations received without earnest money shall be summarily rejected without assigning any reason thereof and no applicant shall have any right to represent against it, even if, quotation happen to be lowest. The earnest money will be forfeited, if the contractor fails to abide by the rules.
20. If **any** of the Technical details submitted by bidder are found to be false then firm will be **black-listed** by the Bureau.
21. **Financial Bid:**
- i) Rates should be quoted in prescribed Proforma as per **Annexure-II**.


[Sushila Minj]
Deputy Director (OAS)
Tel. # 2338 3648

Encl: as above

To : NIC, PIB to upload this notice on the website of PIB.

Press Information Bureau
Statement of Terms & Conditions

.....

- 1) The contract shall be on a Full Service Maintenance Agreement (FSMA) contract basis which consists of corrective maintenance, preventive maintenance and replacement of spare parts and consumables like Toner, Drum Kit, Fuser Kit, Exposure & Heater in genuine. The machine damaged due to Natural calamities, lime fire, electrical fluctuations, flood etc. is not covered in FSMA contract.
- 2) During the currency of the contract period, it will be the responsibility of the company to keep the equipment in working order. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop.
- 3) The engineer of the company will have to visit once in a week for periodic preventive maintenance. In addition to that he will have attend the urgent calls for rectifying the faults for keeping the machine in good working condition at any time on short notice.
- 4) If any photocopy machine is not repaired within two days, the firm will provide stand by photocopy machine. In case, the firm fails to repair or provide a stand by photocopy machine within two days, the a penalty of Rs.200/- per day or part thereof will be charged for delay beyond two days till such time photocopy machine are repaired. **No transport charges would be paid.**
- 5) Unless otherwise agreed the company shall ensure to carry-out the maintenance and repairing work as per the latest modification standard applicable to the client's equipments. The company shall provide free of charge all xerographic supplied except power & paper as and when necessary to do so.
- 6) The engineers will work under the instructions of the Office Automation Section of the Press Information Bureau and shall submit complaint sheets for each complaint attended by them. The complaint sheet, would clearly define the nature of the complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective users. Engineers should be equipped with cell / mobile phone. The company shall provide functional mobile phone numbers to the engineers for urgent communications.
- 7) The company undertakes to discharge all its obligations under (Contract/Agreement) in good workmanship manner and in case any equipment remains idle for want of repairs or reprographics/IT materials for more than 48 successive hours or 2 days after receiving complaints lodged by the user at the Service center, no payment will be paid to the company for the whole month. In case any equipment is down for want of spare parts, the company will have to furnish an undertaking duly attested by the user and the parts may be replaced in five (5) days unless otherwise the company shall immediately refused the total maintenance charges for the corresponding period along with the interest at the rate of 21% per annum and after receiving the complaints lodged by the user at the Service Center of the Company the Equipments may be attended in 2 hours. If the complaint is lodged at the late hours of the day the same may be attended to on the following successive working day.

....2/-



8) The company shall provide all preventive maintenance service, replacement of spare parts, etc free of cost. The company will take replaced parts. The equipment will have to be repaired in-house. No equipment should be taken out for repairs without a valid gate pass and making proper entries with the coordinator.

9) The defective equipments / spares will be replaced by the genuine equipments / spares of the same specification and in case these are not available, the higher specification will have to be installed. In no case, will defective items be replaced by old spares locally manufactured spare parts. The details of the defective items/ parts and of those are replaced will be specified in the log-sheet.

10) The printing should be checked regularly not merely by using the standard checking process but printing of the users files would be checked up.

11) The client will pay additionally, if proved lawfully by MRTP Commission / Consumer Court / Delhi High Court, for repairs / adjustment or replacements occasioned due to defects arising out of servicing/maintenance of the equipment by un-authorized person other than from the Company, or the use of parts not supplied by the company, or negligence by the client's employees, for willful act or default or any alteration or attachment to the equipment. In cases the default is occasioned due to the negligence of the company's authorized engineer / representatives/use of parts supplied by company, the client will not pay any additional charges and the company shall indemnify the client for any loss or damage caused or occasioned to the client on account of such defaults

12) The client agrees not to employ directly or indirectly any additional attachment, features, fixtures or devices on the equipment, not make alterations, additions or modifications there to except as may be advised/ permitted by the company. During the contract period no attempt shall be made by the client or by other person other than an authorized representative of the company to repair, service or maintain the scheduled equipment.

13) Client agrees to bear the cost and pay to the company for the work in connection with reconfiguration, relocation and removal of the equipments subsequent to the original installation, other than the replacement of failed units, which will be done by the Company only.

14) Repair, replacement or maintenance of the Schedule Equipments as deemed necessary will be done by the Company's Engineer during the working hours viz. 9.30AM to 6.00 PM on all days exclusive of Sunday and Holidays declared by Central/State Governments or local authorities at the place of work.

15) The Bureau will pay approved rates / charges for the services rendered hereunder on quarterly basis.

16) The Bureau will allow within the normal working hours, the representatives or authorized personnel of the FSMA contract awarded company to access to the equipment for 'meter reading/preventive maintenance'.

....3/-

Swij

17) The FSMA contract awarded company through their representatives / authorized service engineers shall discharge its obligation exclusively under the above terms & conditions. The company shall not engage any sub-contract or transfer the contract to any other person in manner. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organizations or other wise. Un-authorized person other than company's authorized representative(s) will not be allowed to attend the machine.

18) The Bureau reserves the right to include all photocopy machines after their warranty period, under FSMA contract under the above terms & conditions. Additionally, the new photocopy machines purchased during the currency of FSMA contract will automatically be included under proposed FSMA contract after completion of warranty period.

19) No increase in FSMA contract rates will be entertained during the contract period. In the event of any increase in charges, the Bureau shall be entitled to terminate the FSMA contract by serving not less than 15 days written notice to the awarded company in person failing to which the increase would otherwise come into effect. This however, does not include any impact caused by variation in Government levies or taxes which are recoverable separately, for the period from which such Government levies / taxes have come into force.

20) The expenditure due to any physical damage / mishandling or damage caused by the Rodents to the Office Equipments, will be borne by the Bureau.

21) Immediately on award of the contract, contractor would give a report taking over all equipment (giving their configuration) in working condition. It shall be the responsibility of the firm to keep all the photocopy machines satisfactory throughout the contract and also to handover the system to the Bureau.

22) The above terms & conditions will come into force from the date of awarding of FSMA contract for a period of one year. If the FSMA contract is extended for further three years, the agreement will also extended for further three years and will automatically cease to effect upon its expiry.

23) This is the entire terms & conditions and no alteration amendment is valid unless signed by person duly authorized by both the parties.

Name & Designation of Officer in PIB
Signature
Office Seal

Signature of the _____ (Service)

(Name Shri: _____)

swij

Annexure-I

PROFORMA FOR TECHNICAL BID

(For FSMA contract of Photocopy machines of Press Information Bureau)

S. No.	Particulars	Page No.
1.	Company Profile (viz. firm's Name and Full Postal Address with Telephone / Mobile No.) with copy of ISO Certificate	
2.	Copy of Registration Certificate of (GST & PAN).	
3.	Address of workshop in Delhi / NCR	
4.	Copy of proof of annual turnover form of CA certified letter and copy of Income Tax return of last three years	
5.	Copy of three years experience of similar work in at least two Ministries / Departments with requisite proof	
6.	List of technical persons with qualifications	
7.	Copy of Authorized Partner/Service Provider of Toshiba/Canon	
8.	EMD details (Amount, Name of Bank, Branch, DD. Date & No.)	

DECLARATION

I / We hereby certify that the information furnished in Annexure-I is full and correct to the best of my knowledge. I / We understand that in case any deviation in the statements furnished in Annexure-I at any stage, the company will be blacklisted and will not have any dealing with this Bureau in future. I / We hereby further certify that firm has not been ever blacklisted from any Government Departments / Undertakings.

(Name and Signature of authorized signatory with stamp)

Swij

