

Government of India
Ministry of Communications & I.T.
Department of Electronics & Information Technology (DeitY)
Unique Identification Authority of India

2nd Floor, Tower-I, Jeevan Bharti Building
Connaught Circus, New Delhi-110001
Dated: 11.04.2016

To,

M/s -----

Subject: **Invitation of Bids for Annual Maintenance Contract (AMC) from Authorized Service Providers/ Original Equipment Manufacturer (OEM) for various models of Cannon Digital photocopiers installed in UIDAI Headquarter, New Delhi.**

Sir,

On behalf of the President of India, sealed bids are invited from the reputed and experienced Authorized Service Providers/Original Equipment Manufacturer (OEMs) for various models of Digital Photocopiers Canon make installed at UIDAI Headquarter for Annual Maintenance Contract, initially for a period of one year and extendable further for a period of two years on year to year basis at the same rate, terms and conditions, on mutual consent of both the parties and based on past performance of Service Provider. The list of photocopiers and details of tender fee/EMD/Performance Security is mentioned in Annexure-I.

Bid Information Sheet

Bid submission	03.05.2016 (15:00 Hrs)
Bid Opening	03.05.2016 (16:00 Hrs)
Bid Clarification	26.04.2016 (15:00 Hrs)
Declaration of bidders qualified for opening commercial bid	To be declared later
Validity of Tender	90 (Ninety) days from the date of opening of tender
Cost of Tender Document (non-refundable)	Rs.100/-(one hundred only) to be submitted in the form of DD/Pay Order in favor of "PAO, UIDAI", payable at New Delhi.
Bid Security/EMD	Rs. 6,000/- (Six Thousand Only) to be submitted in the form of DD/Pay Order in favor of "PAO, UIDAI", Payable at New Delhi.
Performance Bank Guarantee(PBG)	10% of Contract Value, validity <u>60 Days</u> beyond the contractual period of one year.

Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/clarifications, etc. to the Tender Document

through the UIDAI websites www.uidai.gov.in. No separate notifications will be issued for such notices/amendments/clarifications, etc. in the print media or individually.

Ratnesh Bharati,
Deputy Director (Admin)
Tel No. 011-23466842.

NB: The terms and conditions of the bid are enclosed at Annexure-1, which should be carefully noted and complied with Specification of the machines given under para-4 of Annexure- 1.

ANNEXURE –1

TERMS AND CONDITIONS

1. UIDAI intends to engage a Service Provider for onsite Annual Maintenance Contract (AMC) including all spares except plastic parts and Toners/Drums.
2. **Preventive Maintenance**:-The Service Providers shall attend preventive maintenance at least once in a quarter for each machine, even though no complaint received.
3. **Corrective Maintenance**: The Service Providers shall attend promptly within three hours on receipt of complaints.
4. **Regular Maintenance**: Regular maintenance with special cleaning of the Photocopier machines from outside and inside with liquid cleaner would be carried out on monthly basis or as and when required. Detail of photocopiers is as under:

Sr. No.	Description of Machines	Machines to be covered under AMC	Date of Procurement	location
1	Cannon Photocopier IR 5035 (Colour)	02	19.09.2011	3rd floor
			28.03.2011	3rd Floor
2	Cannon Photocopier IR 6075	01	13.01.2012	9th floor
3	Cannon Photocopier IR 2525	01	06.01.2014	2nd floor
4	Cannon Photocopier IR 4245	01	22.03.2014	
Total		05		

2. The envelope must be marked "**Annual Maintenance Contract for Canon Digital Photocopier Machines**".
3. The bid must be valid for a minimum period of ninety (90) days from the date of opening of the bid.
4. Bids should be submitted in **two separate sealed covers**. First Cover indicating "**TECHNICAL BID**" should consist of the following documents:
 - 4.1 Earnest Money Deposit (EMD) of Rs. 6000/- and Tender fee of Rs. 100/- separately, in the form of DD/Pay order issued by any commercial bank in favour of "PAO, UIDAI", Payable at New Delhi.
 - 4.2 **Signed and Sealed Bid (Annexure-I, IV & V) and Technical Bid form, Annexure-II** giving all details/Requisite Documents called for.
 - 4.3 Copy of this tender document duly signed with seal of the bidder in token of acceptance of the terms and conditions.
 - 4.4 Attach self certified copy of PAN/TAN/TIN/VAT/Service Tax Registration Certificate as applicable and issued by concerned authorities.
 - 4.5 Attach self certified copy pertaining to Original Equipment Manufacturer (OEM) OR agreement/Certificate pertaining to authorized Service Provider/dealer.

- 4.6 **Undertaking** on letter head stating that the bidder has not been black-listed by any Ministry/Department/Organization (**Annexure-IV**).
- 4.7 The bidders are required to submit self certified copies of proof for servicing/maintaining of **digital photocopiers** awarded to them by the Government Departments, PSUs or any reputed Business Organizations (at least one work order in each financial year **2012–2013,2013-14 and 2014-15**).
- 4.8 At least three satisfactory performance certificates during **FY 2012-13, 2013-14 and 2014-15**(One certificate for each Financial Year).
- 4.9 Bidder must sign all pages of quotations, documents with seal/stamp of the firm, etc. forwarded with the quotation.
- 4.10 The Bidder shall be located (Main office/Branch office) in National Capital Territory (NCT) of Delhi, submit self certified evidence.
- 4.11 Income Tax Returns for last three Financial Years (2012-13, 2013-14, 2014-15), submit self certified returns.
5. **Second Cover** indicating “**Financial Bid**” should consist of **Annexure-III**, the price must be written by the bidder in indelible ink. Bids and/or prices written/filled in pencil shall be rejected.
 - 5.1 The tender form should be legibly written or typed quoting all relevant financial quotes, in words as well as figures, duly signed by bidder with Seal of firm. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. All cuttings and over writing should be countersigned.
 - 5.2 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons signing the bid.
- 6 The Sealed “**Technical Bid envelope**” and the “**Financial Bid Envelope**” shall be placed in a **bigger envelope** Super scribed as “**AMC of Photocopiers installed at UIDAI HQ**” and must be dropped in Tender Box kept at Second Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi on or before the due date i.e. **03.05.2016 by 15:00 Hrs**. Bids received after due date and time are liable to be rejected. In the event of due date being declared a Holiday for Central Government Offices, the date for submission of the bids will be following working day at appointed time and venue. Envelope containing **Technical Bid** shall be opened on the **same day (03.05.2016) at 16:00 Hrs** in the presence of available bidders.
- 7 The rates should be quoted in Indian Rupees/Paisa for providing services at the premises of the UIDAI and shall remain fixed for at least one year from the date of signing the Agreement and should not be subject to escalation of any description.

The quoted rates must be excluding applicable Taxes (VAT/Service Tax), if any, which shall be paid by the UIDAI, Headquarter.
- 8 **Receipt of Tax liability:** The Service Provider shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (Income tax, sales tax, service tax, etc), etc. for providing services to UIDAI and submit the requisite evidence as and when demanded by UIDAI.
9. The bidders should have at least one landline telephone connection and one mobile to lodge the complaint. The details of the same may be furnished in the bid (Technical Bid-**Annexure-II**).

10. It will be the responsibility of the firm to ensure supply of genuine OEM spares parts and consumables of the photocopier machines and to keep the machines in working order all the times.
11. The number of photocopier machines may vary from time to time during the currency of the contract due to addition of new machines after warranty period or due to scrapping of old machines. As such, contract price may be on prorata basis depending up on number of machines under AMC.
12. Bidders may inspect the photocopier machines before bidding or quoting rates on any working day between **16:00 Hrs to 17:00 Hrs**. Bidders shall quote rates for all the machines and not for a single machine.
13. The selected bidder would undertake service/repair of the photocopier machines in the presence of the user at the location of photocopier machines and provide a copy of call/service report to the user (SO Admin in-charge) after getting his signature over it indicating the details of spare parts replaced and service provided by the engineer.
14. **Evaluation Criteria:** Duly constituted committee shall first open and evaluate Technical Bids. Financial bids of those bidders shall be opened whose technical bids should be found responsive and accepted by the Competent Financial Authority in UIDAI, Headquarter. The bidder, whose quoted rates excluding applicable Service Tax of Financial Bid-**Annexure-III**, shall be the lowest, would be selected as the successful bidder. In addition to above, in case there is any tie in the rates, the maximum documentary support on the past experience and past performance shall be given more weightage in the selection. The decision of UIDAI shall be final and no representation shall be entertained in this case
15. **Terms of contract:** - Selected lowest Bidder(s) shall be empanelled as **Service Providers** on the fixed rate for one year from the date of signing of Agreement. The contract may be extendable further for a period of two years on year to year basis at the same rate, terms and conditions, on mutual consent of both the parties and based on past performance of Service Provider. In case, the empanelled Service Providers is found in breach of any condition(s) of tender/agreement at any stage or services of Service Provider are found not to the satisfaction to the UIDAI, the agreement/contract may be terminated leading to forfeiture of performance security. The decision of the Competent Authority in UIDAI shall be final in this regard.
16. It may specifically be mentioned whether quotation is strictly as per terms and conditions of the tender. Deviation if any must be spelt out specifically in **Technical Bid**. In the absence of this, the quotation may be rejected.
17. **Payment:** The firm will prepare separate log books for each of the machines to be taken under the AMC. The payment will be made on **quarterly basis** after execution of jobs satisfactorily on production of Pre-receipted bills along with copy of all job cards and satisfactory performance reports from the users preferable signed by in-charge SO(Admin).

Paying Authority: "PAO", UIDAI HQ, 2nd Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi - 110 001.

The payment of bills will be made on submission of the following documents, whichever applicable, by the Service Provider to the Paying Authority along with the bill:

- Ink-signed copy of bill/Commercial invoice.
 - Copy of Contract.
 - Copy of Performance Bank guarantee.
 - Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
 - User Acceptance, where applicable.
18. The selected Service Providers will be required to maintain job card for each product under AMC (including all spares and consumables) and lodge all complaints, action taken, parts replaced, time taken in rectification, etc. which shall be duly signed by the Engineer and in-charge SO(Admin).
19. **Earnest Security Deposit (EMD):**
- 19.1 Each quotation must be accompanied by Earnest Money Deposit (EMD) which shall be in the form of Demand Draft / Pay Order in the name of "Pay & Accounts Officer, UIDAI" payable at New Delhi. Quotations received without Earnest Money deposit are liable to be rejected.
- 19.2 Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- 19.3 The earnest money of all the unsuccessful bidders will be returned as early as possible after award of contract letter. **No interest** shall be payable by the UIDAI on the Earnest Money Deposit.
- 19.4 Earnest Money of successful bidder shall be returned after furnishing of performance Security.
20. The selected Service Provider(s) shall be responsible for the trouble free working of the machines and their upkeep for which no extra/ additional charges shall be paid. The complaint shall be attended within **Three** working hours.
21. **Penalty:** A penalty shall be applicable if fault/complaint continues beyond **three hours** as under:
- 21.1 Fault continues from 3.0 Hrs to 6.0 Hrs, Rs. 150/- for each case.
- 21.2 Fault continues from 6.0 Hrs to 12.0 Hrs, Rs. 300/- for each case
- 21.3 Fault continues more than 12 Hrs, Rs. 500/- per day for each case.
- Applicable penalty shall be deducted from the bills of the contractor. In case of any damage to any system/machine during the maintenance by the contractor, the contractor will be fully responsible for the same and will be required paying full damages to the Department. In case, the contractor fails to maintain any machine within **7 days** due to any reason whatsoever, it would be sufficient to conclude that the services of the contractor are not satisfactory and contract may be terminated forfeiting the Performance Security.
22. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously down. In that situation it will be construed that the services of the contractor are unsatisfied

and the contract may be terminated leading to forfeiture of performance security.

23. **Performance Security:** The successful bidder shall submit a Performance Security of **10% of the contractual value** within a week of the issue of award letter which should be valid for a minimum period of 60 days beyond the contractual period from the date of award of contract. The performance security will be in the form of Bank Guarantee of any commercial bank. In case selected Service Provider fails to provide satisfactory services during the contract period, the performance security submitted by the firms will be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of contract period. No interest shall be payable on the performance Security.
24. **Arbitration:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then competent Authority in UIDAI will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment there of including the rules framed there under.
25. **Force Majeure:** Notwithstanding the provision of the clause 24, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that, it's delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For Purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the UIDAI Headquarter either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the UIDAI Headquarter in writing of such condition and the cause thereof. Unless otherwise directed by the UIDAI Headquarter in writing, the firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. The UIDAI Headquarter reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.
27. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

Deputy Director (Admin)
Tele : 011-23466842

Technical Bid Form

1. Tender No: D-19016/05/2016-UIDAI, dated 11.04.2016
2. Name and Address of Bidding Firm : _____
(Evidence of Main/Branch Office in NCT of Delhi)
3. Capacity in which bid is signed by : _____
the Bidder (Proprietor/Partner/Director)
4. Name and Designation of the person : _____
Signing the bid
5. Mobile/Land line Telephone No. : _____
6. Tender fee & EMD Details : _____
7. PAN/VAT/ Service Tax Registration
Certificate (Enclose self attested photo copies): _____
8. Whether bidder has signed Tender:
Documents as per clause 4.2 of _____
Annexure-I with seal as token of
acceptance of terms and condition.
9. Income Tax Returns for FY 2012-13,
2013-14 & 2014-15 _____
10. Whether bidder is manufacturer(OEM) or _____
Authorised Service provider (Enclose evidence):
11. The bidder should not have been: _____
blacklisted by any Ministry/Department
or any other organization (Enclose signed Annexure-IV).
12. Submit proof of work orders as _____
per clause 4.7 of
Terms & Conditions (Annexure-1)
13. Performance reports as per _____
clause 4.8 of Terms & Conditions
(Annexure-1)

Place: _____

Signature of Bidder:

Date: _____

Name in Block Letter: _____

Financial Bid/ Price Schedule on letter Head

Sr. No	Description of Machines to be covered under AMC	Number of Machines	Total AMC Cost excluding applicable Taxes (in Figure)	Total AMC Cost excluding applicable Taxes (in Words)
1	Cannon Photocopier IR 5035Colour (Two)	05		
2	Cannon Photocopier IR 6075			
3	Cannon Photocopier IR 2525			
4	Cannon Photocopier IR 4245			

Place: _____

Signature of Bidder:_____

Date: _____

Name in Block Letter: _____

UNDERTAKING (On Official Letter Head)

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of Unique Identification Authority of India and shall abide by them.
2. I/we also undertake that I/We have understood “Parameters and Technical Specifications for conducting the Work” mentioned in the Tender No: **D-19016/05/2016-UIDAI** dated 11.04.2016 and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”
3. I/We hereby certify that none of my relative(s) are employed in UIDAI office.
4. I/we hereby certify that my firm neither has been blacklisted by any Government Department nor any criminal case has been registered against the firm or its owner/partners anywhere in India.
5. I/We have the sufficient technical support facility round the clock to facilitate UIDAI in attending and rectifying complaints under contract with sufficient nos. Of telephone.
6. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Signature of authorized person

Place:
Date

Seal

Unique Identification Authority of India

Annexure-V

Draft Contract Agreement

(To be executed on Rs. 100/- stamp papers)

This Agreement is made at New Delhi on the _____ day of _____ 2016 between Deputy Director (Admin), UIDAI Headquarter, 2nd Floor, Tower-1, Jeevan Bharati Building, Connaught Circus, New Delhi on Behalf of President of India hereinafter called ~~%the~~ UIDAI+of the one part and _____ (Name of **Service Provider**) (Address of Service Provider) _____ of _____ hereinafter called ~~%the~~ Service Provider+of the other part.

Whereas the UIDAI is desirous that certain works should be executed, viz on-site Annual Maintenance Contract at Unique Identification Authority of India Head Office Hereinafter called ~~%the~~ Works+and has accepted a bid by the Service Provider for the execution and completion of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read/ construed as part of this agreement, viz :
 - o Letter of Award and Acceptance
 - o Bid Information Sheet
 - o Bid Evaluation
 - o Formats for submission of Bid (Annexure-I,II,III &IV)
3. In consideration of the payments to be made by the UIDAI to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UIDAI to execute and complete the works w.e.f _____ to _____ and remedy and defects therein in conformity n all respects with the provisions of the Contract.
4. The UIDAI hereby covenants to pay the Service Provider in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of Rs _____ - being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Jurisdiction of Court: The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the **Service Provider**

For and on behalf of the **UIDAI (Headquarter)**

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the **Service Provider**

Stamp/Seal of the **UIDAI**

SIGNED, SEALED AND DELIVERED

By the said _____

By the said

Name _____ on behalf of Name _____ on behalf of
of

The Service Provider in the presence of :

the **UIDAI** in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Note:

** Blanks to be filled by the UIDAI at the time of finalization of the Form of Agreement.