

**TENDER DOCUMENT  
FOR  
COMPREHENSIVE ANNUAL MAINTENANCE  
OF PHOTOCOPIER & FAX MACHINES FOR A  
PERIOD OF 2 YEARS**

**Tender No : RGR/ASDMA/27/2015/77**

**Issued on : 21<sup>st</sup> September, 2015**

**ISSUED BY:**

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Assam Secretariat Complex  
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## Contents

SECTION 1: INVITATION FOR BIDS .....	5
1.1 INTRODUCTION.....	5
SECTION 2: GENERAL INFORMATION & INSTRUCTION FOR BIDDERS .....	7
2.1 General Instruction.....	7
2.2 Cost of Bidding .....	7
2.3 TENDER Document .....	7
2.4 Amendment of TENDER document.....	7
2.5 Language of BID.....	7
2.6 Period of Validity of Bid.....	7
2.7 Format and Signing of Bids .....	8
2.8 Sealing and Marking of the Bid .....	8
2.9 Manner of Depositing the Bids .....	8
2.10 Forwarding of Bids .....	9
2.11 Modification and Withdrawal of Bids .....	10
2.12 Bid Currency .....	10
2.13 Earnest Money Deposit (EMD) .....	10
2.14 Forfeiture of Bid Security .....	10
2.15 Award of Contract.....	11
2.16 Right to Accept Bid and to reject any or all Bids .....	11
2.17 Single Bid Situation .....	11
SECTION 3: SCOPE OF WORK.....	11
3.1 Duration of Contract .....	11
3.2 Scope of Work- Technical Details.....	11
3.2.1 Helpdesk Support Services .....	12
3.2.2 Photocopier Maintenance.....	12
3.2.3 Fax Machines Maintenance .....	13
3.3 Care of Equipment by Vendor .....	13
3.4 Hardware Details .....	13
3.5 Items not covered under AMC.....	13
3.6 Review Meeting .....	13
3.7 Contract Operation and Downtime Liability .....	13
3.8 Time limits to attend faults .....	14
3.9 Post Resolution of Complaints .....	14
SECTION 4: EVALUATION METHODOLOGY .....	15

4.1. The evaluation would consist of following phases: .....	15
Phase I: Evaluation of Eligibility Criteria.....	15
Phase II: Evaluation of Technical Bids.....	15
Phase III: Evaluation of Financial Bids.....	15
Phase IV: Combined Evaluation of Technical and Financial Bids.....	15
<b>SECTION 5: TERMS &amp; CONDITIONS.....</b>	<b>16</b>
5.1 Law .....	17
5.2 Notices .....	17
5.3 Effective Date of the Contract .....	17
5.4 Arbitration.....	17
5.5 Penalty for Undue Influence .....	17
5.6 Liquidated Damages .....	18
5.7 Penalty Clause.....	18
5.8 Intellectual Property Rights .....	19
5.9 Performance Bond/ Bank Guarantee/ Security Deposit.....	19
5.10 Tolerance Clause.....	19
5.11 Payment Terms .....	20
5.12 Risk & Expense clause.....	20
5.13 Force Majeure .....	20
5.14 Quality Assurance.....	21
5.15 Inspection.....	21
5.16 Warranty .....	21
5.17 Confidentiality .....	21
5.18 Option Clause.....	22
5.19 Indemnity .....	22
5.20 Liability.....	23
5.21 Other Conditions.....	23
5.22 Termination of Contract.....	23
5.23 Address for notices .....	25
<b>SECTION 6: ANNEXURE.....</b>	<b>26</b>
6.1 Power of Attorney Format .....	26
6.2 Tender Offer Letter .....	27
6.3 Self-Declaration format .....	29
6.4 Format for Technical Bid.....	30
6.5 Evaluation Matrix .....	31

6.6 Format for FINANCIAL Bid .....	32
6.7 Location of Offices .....	33
6.8 Support Information towards Eligibility Criteria.....	35
6.9 Form of Contract Agreement.....	37

## SECTION 1: INVITATION FOR BIDS

### 1.1 INTRODUCTION

1. Chief Executive Officer, Assam State Disaster Management Authority (ASDMA), Govt. of Assam invites sealed bids as per the prescribed format from eligible bidders for providing Comprehensive Annual Maintenance of Photocopier and Fax Machines installed in the locations mentioned in this TENDER for a period of 2 (Two) Years.
2. Tender documents shall be available from the office of Assam State Disaster Management Authority (ASDMA), Secretariat Complex, Assam Secretariat, Dispur, Guwahati-781006 on payment of non-refundable fee of INR 1,000/- (INR One Thousand only) by Demand Draft in favour of "Chief Executive Officer, Assam State Disaster Management Authority" payable at Guwahati.
3. Complete tender documents are also available on ASDMA's website, as noted below:

<http://www.asdma.gov.in>

4. The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document i.e. Rs. 1,000/- (Rupees One Thousand only) in the form of a demand draft in favour of "Chief Executive Officer, Assam State Disaster Management Authority" payable at Guwahati along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.
5. Last date for seeking clarification, if any: 7 (Seven) days prior to the scheduled date of opening. Bidders are advised to check the ASDMA website regularly for amendments, if any.
6. This TENDER is divided into Six Sections as follows:
  - a. Section 1 - Contains Invitation for Bids and important fact sheet
  - b. Section 2 - Contains General Information and Instruction for Bidders about the TENDER such as the time, place of submission and opening of bids, validity of tenders, payment terms etc.
  - c. Section 3 – Scope of Work
  - d. Section 4 – Evaluation Methodology
  - e. Section 5 - Contains Standard Terms & Conditions which will form a part of the Contract with the Successful Bidder.
  - f. Section 6 - Contains Annexure to the TENDER
7. This TENDER is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. The Buyer also reserves the right to withdraw/cancel the TENDER, should it become necessary at any stage.

FACT SHEET		
1.	Name of Tender	Comprehensive Annual Maintenance of Photocopier and Fax Machines for a period of 2 (two) years.
2.	Bid Inviting Authority	Chief Executive Officer, Assam State Disaster Management Authority.
3.	Tender Document No:	RGR/ASDMA/26/2015/72
4.	Date of release of Tender document	21/09/2015
5.	Last date and time for receiving Bidders clarifications on Tender document in Writing	05/10/2015 (4.00 pm)
6.	Date, Time and venue of Pre- Bid Meeting	30/09/2015 11.00 a.m. Conference Hall, Assam State Disaster Management Authority, Assam Secretariat, Dispur – 6.
7.	Last date, time and venue for submission of proposal bid	06/10/2015 (4.00 pm)
8.	Date, time and venue for opening of Eligibility & Technical bids	Will be intimated to the qualified bidders by the Purchaser through fax or through letter.
9.	Date, time and venue for opening of FINANCIAL bids	Will be intimated to the qualified bidders by the Purchaser through fax or through letter.
10.	Tender fee	Rs. 1,000.00 (Rs. One thousand only)
11.	EMD/Bid Security	Rs. 30,000.00 (Rs. Thirty Thousand only)
12.	Address for Communication	Chief Executive Officer, Assam State Disaster Management Authority Phone: 0361-2237221 Fax: 0361-2237010 e-mail: <a href="mailto:asdmaghy@gmail.com">asdmaghy@gmail.com</a>

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Bids will however be opened by the Bid Evaluation Committee even if no bidder or their representative is present on fixed date.
2. Assam State Disaster Management Authority (ASDMA) reserve the right to accept or reject the offer without assigning any reason thereof.

## **SECTION 2: GENERAL INFORMATION & INSTRUCTION FOR BIDDERS**

### **2.1 General Instruction**

Bidders are advised to study this TENDER document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the TENDER with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid.

### **2.2 Cost of Bidding**

Bidder shall bear all costs associated with the preparation and submission of the Bid. ASDMA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **2.3 TENDER Document**

Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the TENDER document. Failure to furnish all information required by the TENDER document or to submit a Bid not substantially responsive to the TENDER document in every respect will be at Bidder's risk and may result in the rejection of its Bid.

### **2.4 Amendment of TENDER document**

- a) At any time prior to the deadline (or as extended by the Authority) for submission of bids, the ASDMA, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the TENDER document by issuing amendment(s)
- b) All bidders will be notified of the amendment(s) if any, by publishing on the website **[www.asdma.gov.in](http://www.asdma.gov.in)** and these will be binding on them.
- c) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, ASDMA at its discretion, may extend the deadline for the submission of bids.

### **2.5 Language of BID**

The bid prepared by the bidder, as well as all correspondence and documents relating to the Bid exchanged between the bidder and ASDMA, shall be in English.

### **2.6 Period of Validity of Bid**

- a) The bid shall remain valid for 180 days from the last date of submission of bid. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. Any bid valid for a shorter period shall be rejected as nonresponsive.
- b) In exceptional circumstances, prior to expiry of the original proposal validity period, ASDMA may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile to the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.

## 2.7 Format and Signing of Bids

- a) The bidder shall prepare required number of copies (original plus one copy) of the bid and shall clearly mark each as “Original Bid” or “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- b) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the bid.
- c) The complete bid shall be without alteration or erasures, except those accorded with instructions issued by ASDMA or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## 2.8 Sealing and Marking of the Bid

Bidders shall submit their bids in 2 (Two) parts, each in a separately sealed envelope super scribed with TENDER document number, due date, time, Project name and nature of Bid (Technical or FINANCIAL Bid)

Part – I: Technical Bid- Original and 1 copy of TECHNICAL BID, complete in all details. The Envelope needs to be super scribed as “TECHNICAL BID”- Do not open. The bidder must also submit soft copies of the Technical proposal in ‘PDF format’ in a separate CD duly packed inside the Technical Bid envelope.

Part – II: Financial Bid - Original and 1 copy of FINANCIAL BID, with full price details. The Envelope needs to be super scribed as “FINANCIAL BID”- Do not open. Filling up prices in any part of the bid other than Part II will render the bidder disqualified.

The envelopes containing Part-I and Part-II of the offer shall be enclosed in a larger envelope duly sealed and marked as Response to Tender with title and reference number, and a statement "To be opened by addressee only" and the name and address of the Bidder. The envelope shall be addressed at the following address.

**Chief Executive Officer,  
Assam State Disaster Management Authority  
Phone: 0361-2237221, Fax: 0361-2237010  
E-mail: [asdmaghy@gmail.com](mailto:asdmaghy@gmail.com)**

The outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in the case it is declared “late” pursuant, and for similar purposes.

## 2.9 Manner of Depositing the Bids

The Bid envelope (containing Part- I and Part – II envelopes) marked as Response to Tender Document is to be submitted in the Tender Box. Tenders may be submitted personally or through Speed Post/ Registered Post, but will not be accepted through fax/email. The ASDMA office will not be responsible for offers, which are not received in time or lost due to postal negligence. Bids received late shall be out rightly rejected.



## 2.10 Forwarding of Bids

Bids should be forwarded by the bidders under their original memo/letter pad furnishing details like TIN number, VAT/CST number, service tax registration, bank address etc. and complete postal & e-mail address of their office. The Technical bid should conform to the following: -

Sl no	Eligibility Criteria	Supporting Document
1.	The Bidder should be a Company registered under the Companies Act, 1956 since the last five years.	Self-attested Copy of the Certificate of Incorporation from the office of the Registrar of Companies.
2.	The bidder should be either Original Equipment Manufacturer (OEM) or Sole Authorized Service Provider from OEM.	(Please submit manufacturer's authorization letter on the OEM's letter head duly signed by authorized signatory)
3.	The Bidder should not be currently be debarred or blacklisted by any Government department/agencies	The Bidder shall provide an undertaking regarding the same. <b>(Self-Declaration as per Annexure 6.3 )</b>
4.	The Bidder should be a profit making company and have the Average Annual Financial Turnover Rs 1.00 Crore during the last 3 years, ending 31 <sup>st</sup> March 2014	Copy of the Audited Profit & Loss Statement (provide details as per <b>Annexure 6.8</b> )
5.	A. Bidders should have experience in the following areas and shall have at least three completed work orders of Minimum Order Value of Rs. 20 Lakhs within F.Y. 2011-12, 2012-13, 2013-14 from Government organization, State Government organization, PSU and/or Private Firm <ul style="list-style-type: none"> <li>i. Maintenance of peripherals like laser/desk jet printers, line/dot matrix-printers, Scanners etc.</li> <li>ii. Maintenance / Installation of system software - Linux, Various Windows O/S</li> <li>iii. Multi-vendor hardware maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>i. Completion certificate/ repeat orders/ Purchase Order/</li> <li>ii. Work Order / Agreement signed with the client</li> </ul>

6.	The Vendor shall have adequate skilled manpower and deployment plan for the manpower to service the Photocopier & Fax Machines at different locations spread over 27 districts of the state within 24 hours of receiving the intimation, as shown in Annexure 6.7.	The Vendor should provide details of the skilled manpower and the mode of their deployment.
7.	The Vendor should have a well thought out mechanism for servicing the Photocopier & Fax Machines across all locations.	The Vendor should provide detailed approach and methodology for carrying out the AMC at all locations.

### 2.11 Modification and Withdrawal of Bids

- a) The bidder may modify or withdraw its bid after submission, provided that written notice of the modification including substitution of the bids is received by ASDMA prior to the deadline prescribed for submission of bids.
- b) No bid shall be modified or substituted subsequent to the deadline for submission of bids.
- c) For any withdrawal of bids notice in writing in this regard must be submitted 24 hours before opening of the bids.
- d) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security

### 2.12 Bid Currency

Prices for services offered shall be quoted in Indian National Rupees only.

### 2.13 Earnest Money Deposit (EMD)

- a) Bidders are required to submit Earnest Money Deposit (EMD) as Bid Security for an amount of Rs. 30,000.00 (Rs. Thirty Thousand only). Bids without EMD will be rejected.
- b) The EMD shall be in Indian Rupees and shall be in the form of Demand Draft/Banker's Cheque or Bank Guarantee issued by any Scheduled Bank in India, drawn in favour of the Chief Executive Officer, Assam State Disaster Management Authority, payable at Guwahati, and shall be valid for at least 180 days. Such negotiable instrument should be valid for at least sixty (60) days beyond the validity of the Bid.
- c) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.
- d) The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee from them as called for in the contract.

### 2.14 Forfeiture of Bid Security

The Bid security may be forfeited either in full or in part, at the discretion of the ASDMA, on account of one or more of the following reasons:

- a) The bidder withdraws his Bid during the period of Bid validity
- b) The bidder fails to co-operate in the Bid evaluation process

- c) If the bid or its submission is not in conformity with the instruction mentioned herein
- d) If the bidder violates any of the provisions of the terms and conditions of the tender
- e) In the case of a successful bidder he fails to
  - i. accept award of work,
  - ii. sign the Contract Agreement with ASDMA, after acceptance of communication on placement of award,
  - iii. furnish performance security,
  - iv. fails to sign the Contract Agreement in time, or
  - v. the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ASDMA in timely finalization of this tender. The decision of the ASDMA regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by the ASDMA/Govt. of Assam.

### **2.15 Award of Contract**

ASDMA will issue the award of Contract to the successful bidder after following the evaluation process outlined in the TENDER.

### **2.16 Right to Accept Bid and to reject any or all Bids**

ASDMA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ASDMA action.

### **2.17 Single Bid Situation**

Knowing the complexity and urgency of the subject, even if ASDMA receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, ASDMA will proceed towards FINANCIAL evaluation & subsequent identification of the vendor as mentioned in the TENDER evaluation section.

## **SECTION 3: SCOPE OF WORK**

### **3.1 Duration of Contract**

The successful bidder would provide comprehensive Onsite Annual Maintenance Contract for a period of 2 (Two) years.

### **3.2 Scope of Work- Technical Details**

The Photocopier & Fax Machines Maintenance Contract shall be fully Comprehensive On-site Maintenance Contract. Maintenance service shall consist of Preventive, Breakdown and Superlative maintenance of all IT Hardware Assets and take corrective and remedial maintenance services to set right the reported

malfunctioning of IT related infrastructure at the specified locations. The services to be rendered are as follows:

### **3.2.1 Helpdesk Support Services**

Helpdesk will be center point of contact for all user related issues. The Vendor shall monitor complaints through their web based Application / Suitable Software:

- Call Receiving from Users, its Logging and issue of complaint no. to user
- Single point of contact for all concerns
- Call Escalation, Tracking and Closure
- Following Reports shall be e-mailed to ASDMA Co-ordinator as per below frequency:

#### **Daily Reports**

- Call Pending Report with details of Complaint No., Location, Date & Time Logged in, No. of Days Pending (from higher to lower), Reasons for delay in resolving
- Calls Resolved on previous day with details of Complaint No., Date & Time Logged in / Resolved, Engineer Name.

#### **As & When required between two dates:-**

- Items sent for Repair/Replacement with relevant details
- Items received for Repair/Replacement with relevant details
- No. of Calls received and No. of Calls resolved

#### **Weekly Reports**

- Pending Complaints beyond specified Time Limits

#### **Fortnightly Reports**

- Engineers wise Calls Allocated / Resolved

#### **Monthly / Quarterly Reports**

- Calls delayed by No. of days beyond specified time limit( Equipment Type wise)
- Analysis of Type of Calls

### **3.2.2 Photocopier Maintenance**

Under Photocopier Maintenance, Vendor is required to provide services listed below:

- Maintenance support of the existing Photocopier. Maintenance includes repair of components and replacement of un-repairable components. In case of replacement, new (branded & genuine) components shall be provided.
  - Replaced parts

- Checking status of Photocopier based on user complaints and taking remedial action in case of problem
- Attending to virus related complaints and taking necessary action to sort out the issues.
- Download updates/ patches by Microsoft and upgrade all computers on the network.

### **3.2.3 Fax Machines Maintenance**

- Maintenance Support of the existing Fax Machines. Maintenance includes repair of components and replacement of un-repairable components. In case of replacement, the replaced component must be branded and genuine.
- Installation of drivers/ software for its operation

### **3.3 Care of Equipment by Vendor**

The Vendor shall employ only qualified and trained engineers with adequate field experience. Any damage to the equipment occurred during the maintenance shall be made good by the Vendor at their own expense.

No alterations / attachment / adjustment should be made to the hardware being repaired that can decrease/reduce the actual capability of the machine. All parts replaced by the Vendor must be of same specification and make or, if such parts are not available in the market due to obsolescence; parts of different make and quality would be accepted provided such request is made in writing and item is of equivalent or higher quality. Every such replacement/transaction must be informed to the Head of the office in writing and acceptance obtained by the vendor, failing which Head of the office would be fully justified to ask for equivalent or superior quality parts replacements at a later date.

### **3.4 Hardware Details**

The details of Hardware to be maintained are contained in FINANCIAL Offer (Annexure-6.5).

### **3.5 Items not covered under AMC**

- All Consumables items (Cartridges, Drum, Toner)
- Physical damage ( Body & visible parts)

### **3.6 Review Meeting**

Monthly review meetings for the first three months with ASDMA officials for review of complaints and status and Quarterly Review Meetings thereafter.

### **3.7 Contract Operation and Downtime Liability**

- Maintenance will be carried out in normal office working hours (i.e. Summer time from 10.00 am – 05.00 pm and winter time from 10.00 am – 04.15 pm on all working days). In case the defect is major and cannot be repaired in at the working place, vendor can take the same to their workshop/service centre. However, the vendor shall try to provide a proper replacement, so that the office work does not suffer. All the costs, charges and expenses in respect of transporting the equipment or part

thereof shall be vendor's responsibility as the same is deemed to be included in the maintenance contract.

- Whenever the system cannot be repaired on site within the specified limit, the vendor will have the option to provide an alternate equipment of the matching specification. If the system is beyond repair, vendor has to inform the department and provide the matching or higher specification as permanent replacement.
- For downtime calculation, the day on which the call is lodged will not be taken as part of downtime. Also, if the user is not able to hand over the system to the AMC vendor for maintenance purpose, such time will not be considered for down time penalty. In case of intermittent failure and repetitive problems due to improper diagnosis or repair the system will be treated as continuously down.
- New upgraded items purchased from any vendor and upgraded into the existing system under AMC will be included in AMC as soon as the warranty of upgraded items expire.

### 3.8 Time limits to attend faults

All calls registered on call basis with AMC Vendor must be attended within time frame as listed below:

Severity	Name of the items	Response Time	Resolution Time
Major	Photocopier	8 hrs.	72 hrs.
	Fax Machines.	8 hrs.	72 hrs.

The resolution time would be considered as the maximum downtime allowed for the IT and related equipment.

#### Standby units:

If any equipment is not repaired within above mentioned time frame for unavoidable reasons then it is desirable that a stand by unit (with same configuration) is provided by the Vendor to the user or makes alternate arrangements, so that the user's call is resolved. If the call is resolved, the same shall be certified by the ASDMA user's signature in the Call Sheet.

#### Equipment to be repaired outside the office premises:

Any equipment that could not be repaired at the office premises may be transported by the Vendor to their workshop for repairs. The cost of to and fro transportation will be borne by the Vendor. The movement of such Equipment shall be governed by ASDMA's Security procedures.

### 3.9 Post Resolution of Complaints

On resolution of complaint(s), the vendor shall obtain a certificate to that effect in a standard format from the head of the office. A copy of which shall be kept by the head of the office for submission to ASDMA.

## SECTION 4: EVALUATION METHODOLOGY

### 4.1. The evaluation would consist of following phases:

- Phase I: Evaluation of Eligibility Criteria.
- Phase II: Evaluation of Technical Bids.
- Phase III: Evaluation of Financial Bids.
- Phase IV: Combined Evaluation of Technical and Financial Bids.

#### a) Phase I: Evaluation of Eligibility Criteria:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 2.10.

#### b) Phase II: Evaluation of Technical Bids:

In this part the technical bid of only those agencies who have qualified the Phase I i.e. Eligibility Criteria will be evaluated.

#### c) The technical bid will be analyzed and evaluated on:

- Experience of the Firm.
- Qualification of Technical Experts/Service Centre.
- Scope of the Work.

d) The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bid on the basis of evaluation matrix at Clause 6.5.

#### e) Analysis of technical bid:-

- I. In this part, the technical bid will be analyzed and evaluated and the technical bid marks (Stm) shall be assigned to each bid on the basis of evaluation matrix.
- II. Each competency group will have Minimum Qualification Score and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Tenderer(s) at this stage. The Authority shall determine the Tenderer that qualify for the next phase after reviewing the clarifications provided by the Tenderer(s). Technical Bid Score: The Technical Bid Score 'St' of the Tenderer shall be derived as under

$$S_t = (S_{tm}/S_H), \text{ where}$$

$S_t$  is the Technical Bid Score

$S_{tm}$  = Total technical bid marks of the bid under consideration

$S_H$  = Highest total technical bid marks amongst all evaluated bids

- III. The Authority reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Tenderer.

**Phase III: Evaluation of Financial Bids:**

In this phase, the Financial Bids of the Tenderer, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows

$$S_f = (F_L / F),$$

Where

$S_f$  is the Financial Score

$F_L$  is the value of lowest FINANCIAL Bid

$F$  is the price quoted in the bid under consideration

**Phase IV: Combined Evaluation of Technical & Financial Bid**

The Total score of the Tenderer will be determined as under

$$\text{Total Score } (T_s) = (70 \times S_t) + (30 \times S_f)$$

- i. The Bid of the Tenderer, who obtains the highest  $T_s$  value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score ( $S_t$ ) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- ii. The Authority will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

## **SECTION 5: TERMS & CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the Terms & Conditions of the Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.



## **5.1 Law**

The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

## **5.2 Notices**

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

## **5.3 Effective Date of the Contract**

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of services shall commence from the effective date of the contract.

The bidder (Vendor/Firm) is required to give confirmation of their acceptance of the Terms & Conditions of the contracts which will automatically be considered as part of the Contract concluded with the successful Vendor (i.e. Seller in the Contract) as selected by the Client (ASDMA). Failure to do so may result in rejection of the Bid submitted by the Vendor. The standard conditions of the contract may be perused in the office of tenderer prior to submission of quotation.

## **5.4 Arbitration**

All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply/Installation/performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the Vendor/ firm and ASDMA on any issue the final decision would be of The Commissioner & Secretary to the Government of Assam, Revenue & Disaster Management Department. In the event of any dispute arising between ASDMA and the Vendor/ firm in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

## **5.5 Penalty for Undue Influence**

The Vendor undertakes by bidding for the Tender Enquiry, that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India/ Government of Assam for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India/ Government of Assam. Any breach of the aforesaid undertaking by the Vendor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Vendor) or the commission of any offers by the Vendor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal

Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Client to cancel the contract and all or any other contracts with the Vendor and recover from the Vendor the amount of any loss arising from such cancellation. A decision of the Client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Vendor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Vendor towards any officer/employee of the Client or to any other person in a position to influence any officer/employee of the Client for showing any favour in relation to this or any other contract, shall render the Vendor to such liability/ penalty as the Client may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.

### **5.6 Liquidated Damages**

In case the company is not able to repair the equipment within one day or not able to provide suitable standby system within one day or not able to repair system within seven days even after providing the standby systems, a liquidated damages charge shall be deducted from the maintenance contract charges. No correspondence /litigation shall be entertained in this respect.

### **5.7 Penalty Clause**

#### **a) Conditions for levying Downtime Penalty**

The Penalty will be levied in such cases where the equipment is not made operational even after elapse of the maximum downtime/resolution time. However, the penalty would not be levied if a standby unit is made available to the satisfaction of the user with in the elapse of maximum downtime specified. For downtime penalty, all systems will be categorized as critical and non-critical systems/equipment.

- i. For any downtime of equipment, a penalty of Rs. 100 per day shall be charged per day.
- ii. Maximum penalty shall be limited to the quarterly AMC value.
- iii. If equipment is not made operational even after 15 days of reporting the fault, ASDMA would get the equipment repaired from other sources. ASDMA will deduct the cost incurred on repairs and penalty imposed from the quarterly bill amount.

#### **b) Conditions for levying penalties in case of delay in return of equipment/ part of equipment taken to repair centre**

Equipment / parts taken for repair to the repair center shall be returned within 7 days.

In exceptional cases an extension of 7 days would be allowed (not exceeding a maximum of 14 days from date of taking the equipment to repair center) based on the written justification submitted to ASDMA representative and its acceptance.

In case the equipment / parts taken out of office premises (office sites) and not returned to respective sites within a maximum of 14 days, ASDMA will deduct the cost of the equipment / part of the equipment taken

for repair from the quarterly bills payable to the vendor/firm. Such frequent incidences may attract Termination of Contract.

**c) Conditions for levying Preventive Maintenance Penalty**

Penalty for failure of schedule Preventive Maintenance would be Rs. 300 per PM for computer peripherals.

**d) Exclusions**

Downtime due to following situations will not be considered for the purpose of calculation of penalty:

- a. Scheduled maintenance by service provider with prior intimation to ASDMA (or its representatives)
- b. Force majeure events

## **5.8 Intellectual Property Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/software or any part thereof, the Vendor shall expeditiously extinguish such claim. If the Vendor fails to do so and ASDMA is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. ASDMA will give notice to the Vendor of such claim, if it is made, without delay.

## **5.9 Performance Bond/ Bank Guarantee/ Security Deposit**

The Vendor shall submit a Performance Bank Guarantee (PBG) for 10 % of the total estimated value of the contract in favour of CEO, Assam State Disaster Management Authority, payable at Guwahati, issued by a public scheduled public sector bank authorized to conduct government business in the prescribed format within 15 days from the date of contract/issue of work order.

The PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations/warranty. The PBG will be returned to the Vendor on successful completion of all his obligations under the contract/work order. In case the execution of the contract/work order is delayed beyond the contracted period and the Client grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid.

Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the notification and forfeiture of the bid security in which event, the Tenderee may award the contract to the next successful bidder.

## **5.10 Tolerance Clause**

A 5% flexibility in growth of asset for maintenance, at no additional cost would be accepted by the Vendor, the representative of ASDMA at the sites will obtain financial sanction for any additional hardware over and above 5% limit, from ASDMS, Assam. The contract is bound to carry out the maintenance of additional hardware (over 5% flexibility limit) for additional fees at the rates approved as part of the contract.

## 5.11 Payment Terms

Maintenance charges commence from the date of commencement of contract or with effect from the date mentioned therein and shall be effective for the period of the contract. The bills for all locations will be centrally processed by ASDMA. However, the Vendor will have to produce the Satisfactory Work Completion Certificate from all locations along with the bills prior to forwarding the same to ASDMA.

The Vendor can take quarterly payment, equivalent of 1/4th of the total amount per year of the contract, after expiry of quarter by furnishing a pre-receipted voucher and cash receipt in quadruplicate duly signed on revenue stamp and certificate from the user office regarding following: -

- a) The quarterly preventive maintenance for the period of last quarter has been carried out and all PCs, peripherals etc. are operational, except those that are currently under repair by the Vendor in last seven days or so.
- b) The external and internal clean-ship for the period of last month has been carried out for all PCs, peripherals etc.
- c) The satisfactory maintenance certificate is received by contract operating officer of the office as desired.

Payments shall be subject to any deductions (such as TDS etc.) of any amount, for which the Bidder is liable under the agreement against this TENDER.

The maintenance cost will remain fixed at the value decided at the time of signing the contract and shall not be changed for the entire period of maintenance contract.

**No advance payment will be made.** The payment will be made by ASDMA either on quarterly basis or on completion of the contract as desired by the Vendor. Bank details including bank A/c No., MICR Code may please be indicated to enable payment by ASDMA.

## 5.12 Risk & Expense clause

In event of the Vendor failing to honor contractual obligation within stipulated period, risk offloading will be invoked by ASDMA at the expense to the Vendor. Whenever, the risk offloading is resorted to, the Vendor is liable to pay the additional amount spent by the ASDMA.

## 5.13 Force Majeure

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 of its contractual obligations, if the affected party within (15 days) of its occurrence informs the other party in writing.

Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-

performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party.

A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

### 5.14 Quality Assurance

Assurance of quality is the responsibility of the Vendor and Vendors are to indicate exclusively and submit proofs of quality assurance norms being followed.

### 5.15 Inspection

The inspection of items would be carried out by the consignee/ AMC Controllers.

### 5.16 Warranty

The warranty of the repairs should remain valid for twelve months after the goods or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen months after the date of shipment from the place of loading, whichever period concludes earlier.

### 5.17 Confidentiality

- a. **Non-disclosure and Non-use.** Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. The Vendor will abide by the 'Non-Disclosure Clause' and the Official Secret Act. In any event, each party receiving Confidential Information shall (a) disclose such Confidential Information to (i) only those authorized employees and directors of such party whose duties justify their need to know such information and who have been clearly informed of their obligation to maintain the confidential and/or proprietary status of such Confidential Information; or (ii) only those third parties required for the performance of the receiving party's obligations under this Agreement pursuant to a written confidentiality agreement at least as extensive as the confidentiality provisions of this Agreement; and (b) use such Confidential Information only for the purposes set forth in this Agreement.
- b. **Terms of This Agreement.** Notwithstanding anything to the contrary in this Agreement, neither party shall disclose the terms of this Agreement (including the fees set forth herein) to any third party without the express prior written consent of the other party; provided, however, that either party may disclose the terms of this Agreement to its affiliates, attorneys and accountants, or to any potential investor or acquirer of a substantial part of such part's business (whether by merger, sale of assets, sale of stock or otherwise), or as may be required by law. The vendor agrees that the ASDMA can initiate legal action for negligence or failure to abide by the terms and contract.

## 5.18 Option Clause

This contract has an Option Clause, wherein ASDMA can place order for further period of one year of AMC services under the present contract from the date of successful completion of two year of contract, cost, terms & conditions remaining the same. The option would be exercised at ASDMA's discretion subjected to satisfactory performance by the Vendor, post completion of two year contract.

## 5.19 Indemnity

The bidder hereby indemnifies, protects and saves ASDMA (including its employees, Senior Officials or representatives) and holds ASDMA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from,

1. an act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services as detailed in the Agreement.
2. breach of any of the terms of the Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,
3. bonafide use of the deliverables and or services provided by the bidder,
4. misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
5. claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under the Agreement,
6. breach of confidentiality obligations of the bidder,
7. Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under the Agreement. The bidder shall further indemnify ASDMA against any loss or damage or other intellectual property, and third-party claims on ASDMA for malfunctioning of the links at all points of time, provided however,
  - a. ASDMA notifies the bidder in writing immediately on being aware of such claim,
  - b. The bidder has sole control of defence and all related settlement negotiations.
8. Loss of Data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by ASDMA arising out of claims made by its customers and/or regulatory authorities.

The bidder shall indemnify, protect and save ASDMA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or the Information Technology Act, 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to ASDMA from whatsoever source,

provided ASDMA notifies bidder in writing as soon as practicable when ASDMA becomes aware of the claim however,

1. The bidder has sole control of the defence and all related settlement negotiations.
2. ASDMA provides the bidder with the assistance, information and authority reasonably necessary to perform the above and
3. ASDMA does not make any statements or comments or representations about the claim without the prior written consent of the bidder, except where ASDMA is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by ASDMA arising out of claims made by its customers and/or regulatory authorities.

The Parties agree that the bidder's total liability under the Agreement shall be limited to a maximum of the total value of the Agreement.

## **5.20 Liability**

The selected bidder shall indemnify the ASDMA and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor.

## **5.21 Other Conditions**

- a. Prices quoted by the bidders should be precise and unambiguous. Rate per unit is to be quoted individually. Clarifications, if any, may be obtained from this office prior to submission of tender.
- b. Bidders are to quote for all categories of mentioned in the price bid (Annexure 6.6). Any price column in price bid, if "left blank/ NA/ any figure other than amount in Rupees" may invite rejection of the quote.
- c. The taxes as applicable have to be indicated for each.

## **5.22 Termination of Contract**

### **Termination for Default**

ASDMA may, without prejudice to any other remedy for breach of contract by written notice of default sent to the Vendor, terminate the contract in whole or in part:

- a. If the Vendor fails to deliver services specified in the contract, or any extension thereof granted by ASDMA  
OR
- b. If the vendor fails to perform any other obligation(s) under the contract.

### **Termination by Insolvency**

ASDMA may at any time terminate the contract by giving written notice to the contractor/vendor/firm, without compensation to the contractor/firm/vendor, if the Vendor becomes bankrupt or otherwise

insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ASDMA.

#### **Termination for Non- Performance**

ASDMA reserve its right to terminate the contract in the event of the Vendor's repeated failures to provide the services as per the tender document.

#### **Consequence of Termination**

All the equipment taken for repair outside the premises of ASDMA shall be returned in good working condition before the effective date of termination of contract.

The persons deputed by ASDMA shall verify all the equipment of ASDMA under AMC contract. The Vendor shall be permitted to take back its inventory from the premises of ASDMA after all the equipment's are found in order.

Any equipment not in order would be got repaired by ASDMA from other party and the repair charges, including any other charges that are incurred by ASDMA like transportation charges, inspection charges, taxes etc. of the equipment, would be deducted from the quarterly payments due to the Vendor.

Any equipment / parts taken out of ASDMA premises and not returned by the effective contract termination date would be procured by ASDMA from other sources and the cost Contractor.

Both parties viz. ASDMA and Vendor shall sign a joint Document to the effect that there are no pending issues to be sorted with relation to the contract. The PBG would be released only after signing of joint Document. The PBG would be returned after settlement of all dues.

Passes issued to the engineers shall be handed over to the ASDMA representative.

Should the maintenance contract be terminated / ceased at any time, the Vendor shall be solely responsible to hand over the equipment in serviceable condition, failing which the office is at liberty to get the equipment repaired through any other source and the cost will be attributable to the Vendor and will be deducted from the dues to the Vendor till the contract was terminated.

#### **Payment in case of Termination of assignment**

In case the engagement is terminated payment will be made as follows:

Payment towards services will be made on pro-rata basis, for the services, which have been completed & accepted by ASDMA, after deducting applicable penalty and TDS/other taxes.



### **5.23 Address for notices**

Following shall be the addresses of ASDMA and the Bidder:

**Address for notice purpose:**

Assam State Disaster Management Authority,

Assam Secretariat, Dispur, Guwahati – 781006

Phone no- 0361-2237221, Fax- 0361-2237010

**Bidder's address for notice purpose:**

(To be filled up by Bidder)

## SECTION 6: ANNEXURE

### 6.1 Power of Attorney Format

### Annexure 6.1

#### Bidder's Authorization Certificate (Power of Attorney)

To,

The Chief Executive Officer

Assam State Disaster Management Authority

Assam Secretariat, Dispur, Guwahati – 781006, Assam

Phone no- 0361-2237221, Fax- 0361-2237010

Sub: Power of Attorney

<BidSignee'sName>,-<Designation> is hereby authorized to sign relevant documents on

behalf of the <Company Name > in dealing with Tender No.: \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings and submit Technical and FINANCIAL information as may be required by ASDMA in the course of processing above said tender.

Thanking you,

Authorized Signatory

Name:

Designation:

Seal:

Date:

### Tender Offer Letter

To,

The Chief Executive Officer  
Assam State Disaster Management Authority  
Assam Secretariat, Dispur, Guwahati – 781006, Assam  
Phone no- 0361-2237221, Fax- 0361-2237010.

Sub: Response to TENDER for Comprehensive AMC for Photocopier & Fax Machines for a period of 2 (two) years

Ref: TENDER no.....

Dear Sir,

Having examined the tender documents including all Annexures, I/ we, the undersigned, offer to work for Providing Annual Maintenance Services for Photocopier & Fax Machines, installed at its offices situated State HQ, Districts & Revenue Circle Offices for a period of 2 (two) Years for ASDMA as mentioned in the section "Scope of the work" in conformity with the said tender documents.

- i. I/ We have enclosed a Tender fee in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum INR 1000/- (INR One Thousand only). This Tender fee is as required by clause 1.1 of the Introduction of the above referred TENDER .
- ii. I/ We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of INR 30,000/- (INR Thirty Thousand only). This EMD is as required by clauses 2.12 of the Instructions to Bidders of the above referred TENDER .
- iii. I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.
- iv. I/ we undertake, if our tender offer is accepted, to perform in accordance with the time schedule specified in the Tender.
- v. Our offer is open for acceptance for the period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- vi. Until a formal Purchase order is prepared and executed, this bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
- vii. I/we undertake that all pages of the TENDER have been signed and stamped after carefully examining the contents of the tender document and by signing the TENDER we bind ourselves to all the tender conditions mentioned therein. The scope of work has been clearly understood by us.
- viii. I/We undertake that we will post qualified Engineers and render AMC Services as prescribed in this Document.

- ix. We also certify that information data/ particulars furnished in our bid are factually correct. We also accept that in the event of any information / data/ particulars proving to be incorrect, ASDMA will have a right to disqualify us from the bid.

We agree to the terms and conditions mentioned in the Tender Document

Dated this \_\_\_\_ day of \_\_\_\_\_

Signature:

(In the Capacity of : \_\_\_\_\_ )

Duly authorized to sign the tender offer for and on behalf of

Name:

Designation:

Seal:

Date:

## 6.3 Self-Declaration format

## Annexure 6.3

### Self-Declaration

To,

The Chief Executive Officer  
Assam State Disaster Management Authority  
Assam Secretariat, Dispur, Guwahati – 781006, Assam  
Phone no- 0361-2237221, Fax- 0361-2237010

Sub: Self Declaration as a part of the Response to TENDER for Comprehensive AMC for Photocopier & Fax Machines for a period of 2 (two) years

Ref: TENDER no.

Dear Sir,

In response to tender No. \_\_\_\_\_ dated dd/mm/yyyy as an employee of-----  
in the capacity of -----. I/We hereby declare :

1. That our organization <organization name> is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
2. That we are not currently debarred or blacklisted by any Government entity, PSU, Bank or corporate institution in India or abroad.

The declaration submitted by us is true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, ASDMA has the right to summarily reject the proposal and disqualify us from the process.

(Signature of the Bidder/Authorized Signatory)

Name:

Designation:

Seal:

Date:

## 6.4 Format for Technical Bid

## Annexure 6.4

The Technical Bid should consist of the documents in the sequence given below.-

1. Index page indicating the technical bid contents with appropriate page numbers.
2. The Compliance matrix for Vendor Evaluation Criteria along with the required supporting documents in the same sequence.
3. Assumptions, Exclusions, Concessions, Deviations on the **Standard** and **Special Conditions** of Tender Enquiry.
4. Any additional relevant document on Company Profile, Employee Profile etc. not exceeding 20 pages.

## 6.5 Evaluation Matrix

## Annexure 6.5

**Evaluation Matrix**

Sl. No.	Bid Components	Weightage in Technical Score	Minimum Qualification Score	
1	Experience of the Firm	20 marks	10 marks	
	Proven experience for delivery of Photocopier & Fax Machines and installation, integration & maintenance of the same in Govt./PSUs/autonomous bodies/Authority/Private for at least two projects of value not less Rs. 75 Lakhs each during last 3 years			
	2 Order			10marks
	4 Order			15 marks
	6 or above order			20 marks
2	Qualification of Technical Experts/ Service Centre	40 marks	20 marks	
	Service Team/ Centre of the Bidder/ OEM (provide the list of service Centres/service team in Assam)			
	Service Centre/ Engineer for Photocopier (Bidder /OEM) Must have in 10-15 District Must have in 15-27 District			10 marks 20 marks
	Service Centre/ Engineer for Fax Machines (Bidder /OEM) Must have in 10-15 District Must have in 15-27 District			10 marks 20 marks
3	Scope of the Work:- Comparison between mechanism for servicing Photocopier & Fax Machines across all locations as per scope of the work and offered mechanism on <ul style="list-style-type: none"> <li>• Photocopier</li> <li>• Fax Machines</li> </ul>	Compliance to the Specification or higher Specification <ul style="list-style-type: none"> <li>• 20 marks</li> <li>• 20 marks</li> </ul>	40 marks	20 marks
<b>Total</b>		<b>100 marks</b>	-----	

**6.6 Format for FINANCIAL Bid****Annexure 6.6**

Sl. No	List of Items	Make & Model	Qty. (in Nos.)	Unit price per month including taxes (in INR)	Total Price for 24 months (in INR)
1	Photocopier	Canon- ir 2320L with duplex unit A1 NW IF Adapter IF-E14	61		
2	Fax Machine	Canon JX – 210 P	60		
3	Stabilizer for Fax Machine	Denen Magma 24	61		
Total of above charges					
	Manpower Charges				
	Service tax @				
	Any other Tax				
Grand Total (Sl. 1 to 3) for L1 determination					
Grand Total in words (Sl. 1 to 3) for L1 determination					



## 6.7 Location of Offices

## Annexure 6.7

### List of Assam State Disaster Management Authority Offices

Sl. no	Destination (State/ District)	Address
1	Assam State Disaster Management Authority, Assam Secretariat, Dispur	Assam Secretariat, Dispur- 781006
2	Bongaigaon	Office of the Deputy Commissioner, Bongaigaon
		Revenue Circles Office, Tengakhat
		Revenue Circles Office, Tingkhong
		Revenue Circles Office, Moran
		Revenue Circles Office, Naharkatia
		Revenue Circles Office, Chabua
		Revenue Circles Office, Dibrugarh East
3	Baksa	Office of the Deputy Commissioner, Baksa
4	Cachar	Office of the Deputy Commissioner, Cachar
5	Dhemaji	Office of the Deputy Commissioner, Dhemaji
		Revenue Circles Office, Dhemaji
		Revenue Circles Office, Sissaiborgaon
		Revenue Circles Office, Gogamukh
6	Darrang	Office of the Deputy Commissioner, Darrang
7	Tinsukia	Office of the Deputy Commissioner, Tinsukia
8	Kamrup (Rural)	Office of the Deputy Commissioner, Kamrup (Rural)
		Revenue Circles Office, Goroimari
		Revenue Circles Office, Boko
		Revenue Circles Office, Kamalpur
		Revenue Circles Office, Kayan
		Revenue Circles Office, Chaygaon
		Revenue Circles Office, Chamaria
		Revenue Circles Office, Polasbari
		Revenue Circles Office, Rangia
		Revenue Circles Office, N.Guwahati
		Revenue Circles Office, Hajo
Revenue Circles Office, Nagarbera		
9	Kamrup (Metro)	Office of the Deputy Commissioner, Kamrup (Metro)
		Revenue Circles Office, Guwahati
		Revenue Circles Office, Dispur
		Revenue Circles Office, Sonapur
		Revenue Circles Office, Azara

10	Barpeta	Office of the Deputy Commissioner ,Barpeta
11	Nagaon	Office of the Deputy Commissioner ,Nagaon
12	Jorhat	Office of the Deputy Commissioner ,Jorhat
13	Udalguri	Office of the Deputy Commissioner ,Udalguri
14	Kokrajhar	Office of the Deputy Commissioner ,Kokrajhar
15	Lakhimpur	Office of the Deputy Commissioner, Lakhimpur
		Revenue Circles Office, Lakhimpur
		Revenue Circles Office, Nowboicha
		Revenue Circles Office, Bihpuria
		Revenue Circles Office, Narayanpur
		Revenue Circles Office, Kadam
		Revenue Circles Office, Dhakuakhana
Revenue Circles Office, Ghilamara		
16	Nalbari	Office of the Deputy Commissioner ,Nalbari
17	Sivasagar	Office of the Deputy Commissioner ,Sivasagar
18	Sonitpur	Office of the Deputy Commissioner ,Sonitpur
19	Hailakandi	Office of the Deputy Commissioner ,Hailakandi
20	Dibrugarh	Office of the Deputy Commissioner ,Dibrugarh
21	Goalpara	Office of the Deputy Commissioner ,Goalpara
22	Karimganj	Office of the Deputy Commissioner, Karimganj
23	Dima Hasao	Office of the Deputy Commissioner ,Dima Hasao
24	Chirang	Office of the Deputy Commissioner,Chirang
25	Morigaon	Office of the Deputy Commissioner,Morigaon
26	Karbi Anglong	Office of the Deputy Commissioner,Karbi Anglong
27	Dhubri	Office of the Deputy Commissioner,Dhubri
28	Golaghat	Office of the Deputy Commissioner, Golaghat

## 6.8 Support Information towards Eligibility Criteria

## Annexure 6.8

(To be submitted as a part of the Technical Bid)

A. Incorporation		
1.	Name of Company	
2.	Year of Establishment in India	
3.	Date of Incorporation	
4.	Location of Registered Office/Corporate Office along with mailing address	
5.	E-mail address	
6.	Telephone Number(s) / Fax No.	
7.	Website	
8.	PAN No.	
9.	Sales Tax / Service Tax Registration No.	
Supporting Documents required		Reference Page no.
10.	Copy of the Certificate of Incorporation from the office of the Registrar of Companies / Other relevant document	
11.	Certification of registration of the Vendor showing details pertaining to place of registration, principal place of business of the Vendor, nature of business etc. The nature of business mentioned shall be relevant for the scope of work as given for the schedule.	
B. Contact Details		
1.	Name & Designation of the person(s) authorized to sign the bid and make commitments to ASDMA.	
Supporting Document Required		Reference Page No.
2.	Power of Attorney in favour of B.1 as per Annexure- 6.1.	

**C. Financial Details** - The Bidder should be a profit making company and have a minimum annual turnover of INR One **Crore** in each of the last three financial years (2011-12, 2012-13, 2013-14) and should have a positive net worth.

	Particulars	FY 2011-12	FY 2012-13	FY 2013-14
1.	Net Worth			
2.	Turnover			
3.	Profit After Tax			
<b>Supporting documents required</b>		<b>Reference page no.</b>	<b>Reference Page no</b>	<b>Reference page no.</b>
4.	Audited Profit & Loss Statement			

**D. Credentials & Work Experience**

	Name & Address of Organisation	Period /Date of Contract	Total Value of Contract	Govt./State Dept./ PSU/ (Yes / No)	Ref. Page No. of Supporting document
1					
2					

**Supporting documents required**

Copy of the following documents:

- Purchase Order/ Work Order /Agreement signed with the client

**E. Manpower Details and deployment plan**

**F. Detailed Approach & Methodology**

**Form of Contract Agreement**  
**AGREEMENT**

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between

\_\_\_\_\_

(name and address of Purchaser hereinafter called "the Purchaser") and

\_\_\_\_\_

(name and address of Supplier hereinafter called "the Supplier") of the other part.

**Whereas** the Purchaser is desirous that the Supplier execute \_\_\_\_\_

\_\_\_\_\_

(name and identification number of Contract hereinafter called "the Contract")

and the Purchaser has accepted the Bid/Quotation submitted by the Supplier for the execution and completion of such Contract.

**Now this Agreement witnesses as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The General Conditions and Special Conditions of the contract document (enclosed) as contained in the Tender Document. No. **RGR/ASDMA/27/2015/77** constitutes part of this contract agreement and terms and conditions contained therein will be binding on the Purchaser and the Supplier.

**In Witness** whereof the parties hereto have caused this Agreement to be executed on \_\_\_\_\_, 2015

Signed By \_\_\_\_\_

(the Purchaser)

Signed By \_\_\_\_\_

(the Supplier)