

**BID DOCUMENT**

DIRECTORATE OF TREASURIES AND ACCOUNTS, MP,  
BLOCK A, 5<sup>th</sup> FLOOR, PARYAVAS BHAWAN,  
MOTHER TERESA ROAD,  
BHOPAL - 462 011



BID DOCUMENT CONSISTING OF BID NOTICE, BID FORM,  
PRICE SCHEDULE, BID CONDITIONS, TECHNICAL  
SPECIFICATIONS, SCHEDULE OF REQUIREMENTS AND FORM  
OF AGREEMENT ETC.

BID NO. DTA--01/2020

**SUBJECT:**

**SERVICE & SUPPORT OF PRINTER FOR THE  
DIRECTORATE OF TREASURIES & ACCOUNTS AND  
TREASURY OFFICES OF THE STATE**

**FOR COMMISSIONER,  
TREASURIES AND ACCOUNTS, MP,  
BHOPAL**



**SECTION I: INVITATION FOR BIDS (IFB)**

Commissioner, Treasuries and Accounts, Madhya Pradesh, Bhopal, invites bids for the Service and support of following groups of items:

<b>S. No</b>	<b>Details of Items for Services and support to be Provided</b>	<b>Approximate Volume of Work. Quantity</b>
G.1	SERVICE AND SUPPORT OF LINE MATRIX PRINTERS:	Installed at 57sites

1. Bids can be submitted up to 01.00 pmon 26.03.2020.
2. The date of opening of the Technical bid will be **26.03.2020** at 3.00 P.M.
3. The date of opening of the Financial bid will be **30.03.2020**at 3.00 P.M.
4. Commissioner, Treasuries & Accounts, M.P., Bhopal, reserves the right to reject any or all the bids in whole or part without assigning any reasons thereof.
5. The Bid Document is available on departmental web site [www.mptreasury.org](http://www.mptreasury.org)  
This downloaded bid form will be accepted only if a crossed Demand Draft of Rs. 1000/- in favour of "Commissioner, Treasuries & Accounts, M.P.", payable at Bhopal, is attached with the bid in addition to bid security.
6. Address for Communication:

**Commissioner,  
Treasuries & Accounts, MP,  
Block 'A', 5<sup>th</sup> Floor, Paryavas  
Bhavan, Mother Teresa Road,  
Bhopal- 462011**

7. Place of opening of bids:

**Commissioner,  
Treasuries & Accounts, MP,  
Block 'A', 5<sup>th</sup> Floor, Paryavas Bhavan,  
Mother Teresa Road, Bhopal- 462011**

## **SECTION II: INSTRUCTIONS TO BIDDER (ITB)**

### **A.INTRODUCTION**

Directorate of Treasuries & Accounts (DTA) is currently executing comprehensive computerization project, which covers DTA, Directorate of Financial Management Information System (Finance Department), Divisional Joint Director offices (7), Treasuries (56), Accounts Training Schools (7) and sub-treasuries (157).

Under this project three-tier client-server architecture is set up, in which clients are connected to centralized server through LAN as well as WAN using MPSSWAN and VPN for connectivity. The details of (Services to be provided for Maintenance of Printer and services have been specified in Section IV- Technical Specifications.

Bids under this project are invited for SERVICE & SUPPORT FOR MAINTENANCE OF PRINTER to be provided at the project sites enclosed as Annexure 'A'.

#### **Scope of work for the project is as follows:**

The service & support of Printer will be applicable for one year from the date of signing of the contract agreement. In case the competent authority requires, he may extend the contract for one year at a time on the expiry of stipulated period. The extension of the contract will be based on approved rate along with terms and conditions of the bid.

### **B COST OF BID:**

The bidder shall bear all costs associated with the preparation and submission of its bid, and COMMISSIONER, TREASURIES & ACCOUNTS, MP, BHOPAL, hereinafter referred to as "The Competent Authority" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **2 CONTENTS OF BID DOCUMENT**

2.1 The details of required Service & Support for maintenance of Goods to be provided at the project sites the bid procedures and the terms of contract are prescribed in the Bid Document. In addition to the Invitation for Bids, the Bid Document includes:

- a. Instruction to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Technical Specifications

- d. Schedule of Requirements
- e. Bid Form
- f. Particulars and qualifications of bidder
- g. Duly authenticated list of Service and support personnel employed by the bidder
- h. List of service centers available in the state of MP (District wise)
- i. Price Schedule
- j. Performance Statement Proforma
- k. Contract Agreement Proforma
- l. Particulars of Performance Security
- m. Particulars of Bid Security
- n. Annexure 'A' enlisting project sites for Service & Support for maintenance of printers to be provided.

2.2 The Bidder is expected to examine all instructions, forms, proformas, terms, technical specifications, schedule of requirements, etc. in the Bid Document. Failure to furnish all the necessary information as required by the Bid Document or submission of a bid not substantially responsive to all the aspects of the Bid Document shall be at the Bidder's own risk and may be liable for rejection.

### **3 CLARIFICATION OF BID DOCUMENT**

3.1 The prospective Bidder, requiring any clarification on the Bid Document may notify the same to the Competent Authority either in writing or by Fax, at the address indicated in the Invitation for Bids. The Competent Authority will respond in writing to any clarification sought, not later than 07 days prior to the prescribed deadline for submission of bids.

3.2 In case of a clarification considered to be of interest to the other bidders, written copies of the Competent Authority's clarification sought in ITB Clause 3.1, without identifying the source of inquiry, may be sent to all the prospective Bidders, having received the Bid Document by that time.

### **4 AMENDMENT OF BID DOCUMENT BY THE COMPETENT AUTHORITY**

4.1 At any time prior to the deadline for the submission of bids, the Competent Authority may, for any reason, whether on its own or in response to a clarification requested for by a prospective bidder, modify the Bid Document by way of amendment(s).

4.2 The prospective bidders having received the Bid Document will be notified of the amendment(s) so made in writing or by Fax and such amendments shall be binding on them.

4.3 The Competent Authority, at its discretion, may extend the deadline for the submission of bids, any time before last date for the submission of the bids.

## **C PREPARATION OF BIDS**

### **5 LANGUAGE OF BID**

5.1 The bid prepared by the Bidder, the correspondences as well as all the document relating to the bid exchanged between the Bidder and the Competent Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in some other language, provided, they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bids, the translation shall prevail.

### **6 DOCUMENT COMPRISING THE BID**

6.1 The bid prepared by the Bidder shall comprise of the following documents:

- (a) Bid Form-I and Price Schedule in (Form-II) completed in accordance with ITB Clause 7, 8 and 9.
- (b) Documentary evidence establishing in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Particulars and qualifications of Bidder (Form IV)
- (d) Duly authenticated list of Service and support personnel employed by the Bidder (Form V)
- (e) List of service centers available in the state of MP (District wise) Proforma (Form VI)
- (f) Time schedule (Form VII)
- (g) Performance Statement Proforma (Form VIII)
- (h) Contract Agreement Proforma (Form IX)
- (i) Particulars of Bid Security furnished in accordance with ITB Clause 11 in (Form X).
- (j) Particulars of Performance Security (Form XI)

### **7 BID FORM**

7.1 The Bidder shall submit the Bid Form indicating the final bid price therein 'Form I'

## **8- BID PRICE**

- 8.1 The Bidder shall indicate on the prescribed price schedule (Form II) group of items wise goods (required Service & Support of Printer) and services to be supplied, including list of consumables/non consumables, terms & conditions of replacement, time schedule of replacement and their quantity and prices and accompanied by all the documents required as per ITB Clause 6. But instead of purchasing separate bid documents for this purpose, the photocopies of the set purchased by him can be used for submitting the required bid document.
- 8.2 (i) The Bidder is required to ensure the compatibility with the hardware, application software and networking equipment's (as enlisted in schedule of requirements).
- 8.3 In case, there is any discrepancy between unit price and the total bid amount, the unit price shall prevail.
- 8.4 The Bidder is required to quote their best prices, inclusive of all taxes, levies, freight, forwarding, handling, insurance, octroi, inland transportation, local costs etc., incidental to the Service and support of Printer to their location/site within the state of MP, its installation, configuration, tuning, testing, support charges for one year, for the service and support the Bidder is offering.
- 8.5 The service and support for the maintenance of Printer is required to be quoted by the bidders for the technical setup customize in section IV, technical specification V, schedule of requirement of the bid document.
- 8.6 The rates offered by the Bidder should be firm and free from all escalations. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account. A bid submitted with a price adjustment/variation provision will be treated as non-responsive and rejected, pursuant to ITB Clause 20.

## **9 BID CURRENCY**

- 9.1 Prices shall be quoted in Indian Rupees only.

## **10 ELIGIBLE BIDDERS AND DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

- 10.1 This invitation for bids is open to all reputed original equipment manufacturer (OEM'S) or their resellers, service providers, who are working in services and support of printer.

10.2 (a) The bidding firms should have been in the business of items at least for the last three years. The required average turnover Rs. 2.50 Cr. and minimum value of single largest order Rs. 12 lakh executed by the firm for Service and support of items is given below. To be eligible to bid for items the Bidder has to exceed these values for last three years.

(b) Bid security Amount – Rs. 01 lakh

<b>S. No</b>	<b>Details of Items for Services and support to be Provided</b>	<b>Approximate Volume of Work. Quantity</b>
G.1	SERVICE AND SUPPORT OF PRINTERS:	Installed at 57sites

10.3 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the bidder's capacity to bid (Financial, Technical, Service and support capability) and perform the Contract and meeting the criteria outlined in Technical Specification and Schedule of Requirement, if its bid is accepted.

To ascertain the eligibility of bidders, the documents establishing the following will be required to be furnished with the bid:-

- (i) That the legal status, place of registration and principal place of business of the company or firm or partnership etc. is as per Form IV.
- (ii) That the average turnover of the company/firm submitting the bid, for the Service and support of goods, has been exceeding the minimum requirements as mentioned in ITB Clause 10.2 during the last three years.
- (iii) That the bidder has successfully executed and completed in the last three financial years, the Service and support of Printers of this Bid. Summary profiles of such projects of contract value for more than Rs 12 lakhs are to be provided in the format as given in Form VIII.
- (iv) Report on financial standing of the Bidder supported by audited account, profit and loss statement, balance sheet and auditor's note on accounts for the last three financial years.
- (v) Duly authenticated list of Service and support personnel with their contact numbers and time frame schedule for the rectification of problems is to be submitted in the format prescribed in Form V of the bid document.
- (vi) List and details regarding service centers in MP (district wise) is to be submitted.

**10.4** Bidder should not be under a declaration of ineligibility on account of corrupt, fraudulent **and unfair trade practices as per Clause 30.**

10.5 If a group of Bidders want to bid as a consortium, then it will be considered only if every member of consortium individually fulfills the above mentioned eligibility criteria.



## **11. BID SECURITY**

- 11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, a bid security of the amount Rs. 01 lakh.
- 11.2 The bid security is required to protect the Competent Authority against risk of bidder's conduct, which may warrant the security forfeiture, pursuant to ITB clause 11.7.
- 11.3 The bid security shall be in Indian Rupees and shall be in the form of electronic challan in favour of the Commissioner, Treasuries and Accounts, MP, Bhopal, issued by a Scheduled Financial Bank.
- 11.4 Any bid not secured in accordance with the ITB Clauses 11.1 and 11.3 above is liable to be rejected by the Competent Authority, as being non-responsive.
- 11.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Competent Authority pursuant to ITB Clause 12.
- 11.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract Agreement, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 11.7 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form.
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract in accordance with ITB Clause 28 or
    - (ii) To furnish performance security in accordance with ITB Clause 29.
  - (c) In case of any variation in financial bid from the technical bid, the bidder will be asked to amend the financial bid accordingly to bring it in line with the technical bid. If the bidder refuses or fails to amend the financial bid to the satisfaction of the committee, it will be presumed that its bid has been withdrawn during validity period and its bid security will be forfeited.
- 11.8 The Bid Security will remain in force up to and including forty five (45) days after the period of Bid Validity.

## **12 PERIOD OF VALIDITY OF BIDS**

- 12.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Competent Authority. A bid valid for a shorter period may be rejected by the Competent Authority as non-responsive.
- 12.2 The Competent Authority may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by fax, followed by signed confirmation copy). In such a case the bid security provided under ITB Clause 11 shall also be suitably extended. A Bidder may refuse the request for such extension without forfeiture of its bid security. A

bidder agreeing to extend the bid validity will neither be required nor permitted to modify its bid

### **13 FORMATS AND SIGNING OF BID**

13.8 The Bidder shall submit two copies of Technical Bid and Two copies of Financial Bid separately, (out of two, one will be the original bid and the second will be the copy bid). The Bidder shall prepare two sets of the bid, out of them one set will be the original bid and the other set will be a copy bid. In the event of any discrepancy between them, the original bid shall be treated as the operating bid.

13.9 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 or persons duly authorized on behalf of the Bidder for taking up all the liabilities of the Contract. The authorization shall be supported by written irrevocable power-of-attorney or any other document establishing that signatory is the duly authorized person, accompanying the bid. All pages of the bid, except the un-amended printed literature, shall be initialed by the person or persons signing the bid.

13.10 Any interlineations, shall not be allowed in any condition, but shall be valid only if they are initialed by the person or persons signing the bid.

### **D. SUBMISSION OF BIDS**

### **14 SEALING AND MARKING OF BIDS**

14.1 The Bidders shall submit two copies of each technical and financial bid separately, one as original and other as copy bid in separate sealed envelopes. Above four bid envelopes should be put in one separate sealed envelope. All the four envelopes should be distinctly marked as original technical bid, copy technical bid, original financial bid and copy financial bid.

14.2 The Technical bid will consist of the following documents separately for each group of items: -

Bid security in Form X along with PAN / TAN for the previous year.

i. Particulars and qualifications of the Bidder giving details of Particulars of the organisation associated with the project. In case of an authorised reseller submitting a bid apart from attaching a proof of the bidder being authorised reseller of the OEM'S (Original Equipment Manufacturer), particulars and qualifications of the organisation will also have to be submitted. In addition to this, authorisation of people signing the bid document, proof of annual turnover, (group of item wise) along with the audited profit and loss account and balance sheet for the last 3 years, will also be required to be attached.

ii. Duly authenticated list of various Departments/Institutions to whom Printer services & support of contract value more than Rs 12 lakhs have been

provided during the last three years with details of work done, cost of work and period of execution (Form VIII).

iii. Duly authenticated list of full time Service and support personnel employed by the bidder (Form V).

iv. Details of Service and support for maintenance of Printer to be provided at project sites.

14.3 The Financial Bid will consist of the following documents.

- (i) Bid form duly filled in, signed and complete in all respects along with the required documents will have to be submitted. (Form I)
- (ii) The price schedule indicating unit prices if any as well as total bid price for Service & Support of Printer duly filled, signed and complete in Form II.
- (iii) The terms and conditions, specifications and Schedule of Requirements as described in Section III, IV&V in Form III.

14.4 The Inner and Outer envelopes shall:

(a) be addressed to the competent authority at the following address:

**THE COMMISSIONER,  
TREASURIES AND ACCOUNTS, MP  
BLOCK A, 5<sup>th</sup> FLOOR, PARYAVAS  
BHAWAN, MOTHER TERESA ROAD,  
BHOPAL-462011**

(b) Bear the Subject name, bid number, and the words "Do not open before 03.00 pm on 26.03.2020"

14.5 All the envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

14.6 If the outer envelope is not sealed and marked as required under ITB Clause 14.4, the competent authority will assume no responsibility for the bid's misplacement or premature opening.

14.7 Telex, cable, facsimile or Fax bids will be rejected.

14.8 Conditional bids are liable to be rejected.

## 15 DEADLINE FOR SUBMISSION OF BIDS

15.1 Bids must reach to the Competent Authority at the address specified under ITB Clause 14.4 not later than 02.00 pm on **26.03.2020** In the event of the specified date for the submission of bids being declared a holiday for the office of the Competent Authority, the bids will be received up to the appointed time on the next working day.

15.2 The Competent Authority may, at its discretion, extend the deadline for submission of bids, in which case all right and obligations of the Competent Authority and Bidders, previously subject on the earlier deadline, will thereafter

be subject to the deadline, as extended. The bids will be acceptable up to the so revised date and time.

## **16 LATE BID**

16.1 Any bid received by the Competent Authority after the deadline for submission of bids prescribed by the Competent Authority, pursuant to ITB Clause 15, will not be accepted and returned unopened to the Bidder.

## **17 MODIFICATIONS AND WITHDRAWAL OF BIDS**

17.1 The Bidder may modify or withdraw its bid after bid's submission, provided that written notice of the modification or withdrawal is received by the Competent Authority prior to the deadline prescribed for submission of bids pursuant to ITB Clause 15.

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 14. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, which must be received in the office of the Competent Authority not later than the deadline fixed for submission of bids.

17.3 No bid may be modified subsequent to the deadline for submission of bids, except as provided in the bid document.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 11.7.

## **E. BID OPENING AND EVALUATION OF BIDS**

### **18 OPENING OF BIDS**

Since it is a two bid system, technical bid will be opened first by the Committee constituted for this purpose. If after its evaluation, it is found responsive, the same Committee will open financial bid only for the eligible bidders.

18.1 The Committee will open the bids, in the presence of Bidders' representatives who choose to attend at 14.00 hours on **date 26.03.2020** at the location mentioned in IFB Clause 7.

18.2 Prospective Bidders' representatives shall sign an attendance register as evidence to their presence. In the event of the specified date of Bid opening, being declared a holiday for the office of the Competent Authority, the Bids shall be opened at the appointed time and location on the next working day.

18.3 The Bidders' names and the presence or absence of the requisite bid security and such other details as the Competent Authority, at its discretion, may consider appropriate, will be announced at the opening of bids. No bid shall be rejected at

bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 16.

18.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. The bids withdrawn, as per Clause 17 will be returned unopened to the bidders.

18.5 The financial bids will be opened on **date 30.03.2020 at 3.00 PM** at the location mentioned in IFB Clause 7, in presence of the Bidders or their customized representatives who choose to attend the financial bid opening.

## 19 CLARIFICATION OF BIDS

19.1 During evaluation of bids, the Competent Authority may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

## 20 PRELIMINARY EXAMINATION

20.1 Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Before starting evaluation of financial bids, arithmetical errors will be rectified on the following basis. If there is a discrepancy between the item price and the total price, which is obtained by adding the item prices, the item price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

20.3 The Committee set up for evaluation of bids, may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause 21, the concerned Committee will determine on the issue of substantial responsiveness of each bid when compared to the bid document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid document and does not have material deviations to it.

20.5 If the concerned Committee determines that a bid is materially deviating from the prescribed terms and conditions, then the matter shall be referred to the Competent Authority, who shall decide whether the deviations of the bid are material or not. Decision of the Competent Authority regarding this shall be final and binding.

20.6 The Committee's determination of a bid's responsiveness is to be based on the contents of the bid itself, without recourse to extrinsic evidence.

20.7 If a Technical bid is determined as not substantially responsive, the Competent Authority will reject it and in such a case Financial Bid will not be opened.

## 21. EVALUATIONS AND COMPARISON OF BIDS

21.1 The Committee will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 20.

21.2 The Committees' evaluation of bid will take into account, in addition to the bid price and price of the supports from the Department presumed in his bid, the effect of deviations in terms of payment. For pricing of support/services of the Department, which are required in the bid document, market value as determined by the Committee will be taken in to account for evaluation of the bids

The General Conditions of Contract stipulate the terms of payment offered by the Competent Authority. If a bid deviates from the terms of payment and if such deviation is considered acceptable to the Competent Authority, the bid will be evaluated by calculating simple interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 14 percent per annum.

21.3 The process of evaluation of Technical and Financial bid is as follows:

- (a) The Committee will first verify that the challan for Bid Security and Income Tax Clearance Certificate for the previous year are in order and as per requirement of the bid the scrutiny of eligible bidders and evaluation of technical proposals will be done by the Committee. The Committee will examine the Eligibility Criteria as specified in ITB clause 10. The scrutiny of technical proposals will be based on the Evaluation Criteria, as determined by the Committee.
- (b) The Committee will examine the technical details of the bid with the view to find out whether the proposal is suitable to the requirements of the Competent Authority or not.
- (c) If the Committee finds that some of the deviations are common to a large number of bids, and are acceptable for proper execution of the project, then it may accept them. All other deviations, which are found unacceptable by the Committee, if not withdrawn by the bidder, will make the bid non-responsive and thereafter no further processing of such bid shall be done.
- (d) The Committee will submit its recommendations to the Competent Authority, who will take decision regarding approval of the Technical Bid.
- (e) The Financial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Competent Authority. On the day specified for the opening of financial bid, the Committee will open the financial bids of eligible bidders and scrutinize the same.
- (f) The bidder is required to quote for all the items in a group as pursuant to IFB Clause 1. Therefore, any bid, which does not quote for all the items in a group, will be determined to be as non-responsive and may be rejected.
- (g) During evaluation of financial bids, first the Modified Financial bid (MFB) will be opened and evaluated. Thereafter, the First Financial bid (FCB) will be opened to check the financial effect of the revised bids, and determine

whether accepting the MFB instead of FCB will be advisable from the point of view of ultimate project cost and its performance. If MFB is found suitable then this will be recommended for acceptance.

- (h) After scrutiny, the Committee, will propose the most suitable bid, indicating also about the reasonability of the bid prices, to the Competent Authority, along with the comparative chart of Financial bid (both the Financial bid as well as modified Financial bid) of all the eligible bidders, as well as its recommendations regarding acceptance of modified Financial bid or first Financial bid, as the case may be. The Competent Authority may accept the same or accept the bid price of any other bidder found suitable or reject all or any proposal.

## **22. CONTACTING THE COMPETENT AUTHORITY**

- 22.1.1 Subject to ITB Clause 19, no Bidder shall contact either on its own or through somebody, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.1.2 Any effort on part of a Bidder to influence the Competent Authority or members of Technical committee, in its decisions on bid evaluation; bid comparison or award of contract may result in rejection of the Bidder's bid.

## **F. AWARD OF CONTRACT**

### **23. POST QUALIFICATION**

- 23.1 The Competent Authority will determine to its satisfaction whether the Bidder that is selected, as having submitted the lowest evaluated responsive bid, meets the criteria specified in ITB Clause 10 and is having capacity to perform the contract satisfactorily.
- 23.2 The determination will take into account the Bidder's Financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 10, as well as such other information as the Competent Authority deems necessary and appropriate.

An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Competent Authority may proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

## **24 AWARD CRITERIA**

Subject to ITB Clause 26, the Competent Authority may award the Contract to the successful Bidder, whose bid has been determined to be substantially

responsive, reasonably priced, and has been determined to be the capable to perform the contract satisfactorily pursuant to ITB Clause 23.

**25. COMPETENT AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

25.1 The details of work done and the services and support of Printers for the to be provided has been given in Section IV 'Technical Specifications' and Section V schedule of requirements.

25.2 The Competent Authority shall have the right to make any alterations, omissions, additions or substitutions in 'Technical Specifications' and schedule of requirements, at the time of award of contract. The Competent Authority will give such intimation to the service and support provider, and the additional cost/deduction in the bid prices, based on the price schedule submitted by him, will be worked out with the bidder. In case, the bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible bidder.

**26 COMPETENT AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

26.1 The Competent Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability towards the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Competent Authority's action.

**27 NOTIFICATION OF AWARD**

27.1 On acceptance of bid for awarding the contract, the Competent Authority will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered letter) that its bid has been accepted.

27.2 The above notification of award will constitute the formation of the Contract.

27.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 29, the Competent Authority will promptly notify the unsuccessful Bidders and will discharge their bid securities, pursuant to ITB Clause 11.

**28 SIGNING OF CONTRACT**

28.1 At the same time as the Competent Authority notifies the successful Bidder that its bid has been accepted, the Competent Authority will send the Bidder the Contract Agreement Form incorporating all the terms and conditions etc. as agreed to between the parties. Though a suggestive



proforma for Contract Agreement is enclosed as form IX, the actual Contract Agreement will be worked out at the time of signing the Contract Agreement as per the decision of competent authority.

28.2 Within 10 days of receipt of the Contract Agreement Form, the successful Bidder shall sign and date the Contract Agreement and return it to the Competent Authority.

## 29 PERFORMANCE SECURITY

29.1 The successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the Bidding Document, before signing of the contract but within 10 days of the receipt of notification of award from the Competent Authority. The amount of **performance security is 10% of the contract price**. The Performance Security can also be kept in the form of Bank Guarantee/fixed deposit, in a nationalized bank, pledged in favour of the Competent Authority.

29.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 28 or ITB Clause 29.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Competent Authority may give the award to the next lowest evaluated bidder or may call for the new bids.

## 30. CORRUPT, FRAUDULENT AND UNFAIR TRADE PRACTICES

30.1 The Competent Authority requires that Bidders under this project must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, the Competent Authority:

(a) Defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official.
- (ii) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to the Competent Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive the Competent Authority of the benefits of free and open competition.
- (iii) "Unfair trade practices" means service and support of goods (Computer Hardware and Peripherals) different from what is mentioned in bid documents, and includes change of parts / components, use of refurbished / repaired / sub-standard / duplicate parts instead of genuine new parts or change the specifications and/or make of the company for

which the Service and support order was given by the Competent Authority.

- (b) Will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined by the Competent Authority to having been, engaged in corrupt, fraudulent or unfair trade practices.
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt ,fraudulent and unfair trade practice in competing for, or in executing, the contract.
  - (d) if a public servant is prosecuted in a court of law for an offence related with any corrupt practice as mentioned in Clause 30.1 (a) (i) above in relation to processing, performance and execution of this contract, it will be considered to be conclusive proof of the bidder having been engaged in corrupt practices and the Competent Authority will take suitable action under this Clause, in addition to any other legal action under the prevalent Acts / rules or regulations.
-

### **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Definitions**

**1.1** In this Contract, the following terms shall be interpreted as indicated:

**The Service and support provider:**

This means the Organisation, which is awarded the contract for Service and support for the maintenance of the printer under this contract.

**DTA:**

This means the Directorate of Treasuries and Accounts, which includes Sub-Treasuries, Treasuries, Divisional Joint Director offices and the Directorate of Treasuries & Accounts.

**Integrated Computerisation of Directorate, Treasuries & Accounts and Finance Department:**

This means integrated computerisation of Sub-Treasuries, Treasuries, Divisional Joint Director offices, Account Training Schools, Directorate of Treasuries & Accounts and Finance Department at the Directorate of Financial Management Information System, as per the proposed scheme.

**State Government:**

State Government means the Government of Madhya Pradesh.

**Committee:**

Committee means Committee constituted by the competent authority for evaluation of technical and financial bids.

**The Competent Authority:**

Commissioner, Treasuries and Accounts, Government of M.P.

**The Goods (required for Service and support):**

This means the PRINTER'S service support is proposed.

**The services:**

This means services ancillary to the supply of the goods for which Service and support is required at the project sites, mentioned at Annexure "A".

**The Printer Service and support:**

This means providing of all the support and services covered under the annual maintenance contract arrangements of Printers supervision during reloading or reconfiguration of hardware after its crash or some major problem in its operation and use.

**The original Computer Hardware networking Devices and Peripherals manufacturer:**

This means the organisation, which has developed and owns the hardware, being supplied in this offer.

**The authorised reseller:**

This means the organisation, which is authorised to sell the Computer Hardware and Peripherals, developed by some other organisation called as original Computer Hardware networking Devices and Peripherals manufacturer. The authorised reseller has to take all the responsibility for quality of products, and their supply, operation, technical support, and holding and other support required for smooth and trouble free operation and maintenance of the Computer Hardware and Peripherals.

**The Contract Price:**

This means the price payable to the Service and support Provider under the Contract for the complete and proper performance of its contractual obligations.

**The Contract:**

This means the agreement entered into between the Competent Authority and the Service and support Provider, as recorded in the Contract Form signed by the parties.

**Project Sites:**

This means the locations where the Service and support to be provided by the Service and support Provider.

**2. APPLICATION**

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.
- 2.2 For interpretation of any clause in the Bid Document or Contract Agreement, the interpretation of the Competent Authority shall be final and binding on the Service and support Provider.

**3 STANDARDS OF PERFORMANCE**

- 3.1 The Service and support Provider shall provide the Service and support for Printer and carry out its other obligations under the agreement with due diligence, efficiency, economy and using up-to-date techniques. The Service and support Provider shall adhere to professional, engineering and technical support standards customized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the Competent Authority. The Service and support Provider

shall always support and safeguard the legitimate interests of the Competent Authority, in any dealings with the third party.

- 3.2 The Service and support Provider shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- 3.3 The Service and support provided under this contract shall conform to the standards laid down in the G.C.C. Technical Specifications and Schedule of Requirements.
- 3.4 The bidder will have to offer services for a particular desired specification as mentioned in Section IV.
- 3.5 The Service and support Provider has to ensure that the Service and support, which he is providing, should be compatible with the hardware, application software, other system software and networking equipment's, the Competent Authority has procured and install for the Computerization project. The list of computer hardware, software and networking equipment's and technical specifications has been given in Schedule of items (Section V).
- 3.6 The Service and support Provider will have to provide performance guarantee in the form of bank guarantee from a nationalized bank, in the format approved by the Competent Authority, for all products for 16 months after the date of contract. The amount of bank guarantee will be 10% of the contract price, for each of items.
- 3.7 The Performance guarantee can be invoked in the type of situations as given below: -
  - i. For not producing satisfactory check report for entire state at the end of each quarter after 15 days of the end of quarter- up to 25% value of bank guarantee.
  - ii. If the maintenance provided for the Printer fails to perform all the functions, which are claimed to be available in it - up to 100% value of bank guarantee.

#### **4 DELIVERY AND DOCUMENTS**

- 4.1 The Service and support Provider is responsible for Service and support of all Printersto the project sites. He will prepare a time schedule and take approval from the Competent Authority. The Competent Authority and the officer in charge of project sites will be kept fully informed about the maintenance and movement of engineers and standby goods if required. All risks and costs for movement of goods and engineers up to designated sites will be borne by the Service and support Provider. The Service and support Provider will also complete all the necessary paper work for any such movement and supply the required documents..
- 4.2 The Service and support Provider shall not, without the Competent Authority's prior written consent, disclose the Contract, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information etc. furnished by or on behalf of the Competent Authority in connection therewith, to any person other than a person employed by the Competent Authority in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend to, only so far as may be necessary for purposes of such a performance.

- 4.3** The Service and support Provider shall not, without the Competent authority's prior written consent, make use of any document or information enumerated in GCC Clause 4.3 except for purposes of performing the Contract.
- 4.4** Any document, other than the Contract itself, enumerated in GCC Clause 4.3, shall remain the property of the Competent Authority and shall have to be returned (in all copies) to the Competent Authority on completion of the Contract, if so desired by the Competent Authority.
- 4.5** In case of termination of the agreement, the plans, drawings, specifications, reports and other documents used by the Service and support provider in the execution of the project shall become a property of the Competent Authority, and before leaving off the Project, the Service and support Providers shall surrender all such material to the Competent Authority. It should include complete description of the goods, including their principle of operations with drawings and descriptive materials etc.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1** No Printer or services covered under the contract shall be sold, disposed by the Service and support Provider in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trade mark or similar right, or of any charge, mortgage or lien.
- 5.2** The Service and support Providers shall indemnify the state Government / Competent Authority from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the the Service and support Provider, the state Government / Competent Authority shall be defended in the defence of any proceedings which may be brought in that connection.

## **6. APPLICABLE LAW**

The contract shall be interpreted in accordance with the laws of the Union of India and the Government of M.P.

## **7. PERFORMANCE SECURITY**

- a. **Within 07 days** of the Service and support Provider's receipt of notification of award, the Service and support provider shall furnish performance security for each group of items separately. Performance security is **10%** of contract price, this will be valid for 16 months from the signing of the contract agreement in the prescribed performance security form.
- b. The proceeds of the performance security shall be payable to the Competent Authority as compensation for any loss(es) resulting from the failure of the service provider to meet out its obligations under the Contract.
- c. The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Draft, issued by a Nationalised Bank, located in India. Such Performance Security will be valid only after its realization into State Government account. Alternatively the service

provider may deposit this security in the form of Fixed Deposit Receipt of a Nationalised Bank, which is valid for the entire period as mentioned in Clause 7.1 in favour of the Competent Authority.

- d. The Performance Security will be discharged by the Competent Authority and returned to the service provider not later than 60 days following the date of expiry of performance security as mentioned in 7(a) above.
- e. In the event of any contract amendment, the Service and support Provider shall, within 07 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended and for further period of 60 days thereafter.

#### **8. GOVERNING LANGUAGE**

- a. The contract shall be written in English language. Subject to ITB Clause 5, English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

#### **9. PRODUCT LIABILITY**

- a. The service and support Provider will be solely liable for the performance of the product. If, he is replacing the goods manufactured or imported by some other party, then he will have to enter into suitable arrangement with the manufacturer / importer to ensure good performance of the product and service of warranty. In such case the Service and support Provider will submit a copy of such arrangement to the Competent Authority. But this will not absolve him of his responsibilities regarding Service and support during maintenance and performance of product in any way.

#### **10. TRANSPORTATION**

- a. Where the Service and support Provider, under the contract is required to transport the goods (if required) and services to a destination defined as Project sites, (detail list enclosed in Annexure 'A'). Transport to such a destination in M.P. including the insurance cover (If required) as may be specified in the contract shall be arranged by the Service and support Provider, and the related costs shall form a part of the contract Price.

#### **11. COMPLETION OF WORK**

The work under Service and support will be treated as complete, only after the completion of following activities:

- (a) Certificate of concerned project sites, that system is functioning properly for one year from the date of contract (I, II, III, IV quarters) and the problems were rectified within the time schedule.

- (b) Required certificate of the said duration as mentioned in the GCC clause 33 and bidder will submit after completing the required services in said quartered period.

## 12. PAYMENT

- a. The payment will be made on quarterly basis after completion of Service and support period successfully and accompanied a certificate of concerned office where maintenance is provided. Payment shall be made in Indian Rupees.

## 13. TERMS OF PAYMENT

- a. All the payments will be governed by this clause after successful completing of assigned job.
- b. The Service and support Provider will get the payment quarterly after completing Service and support successfully of the group or groups he bid for:
- (i) Service and support for maintenance of Printers at project sites.
- (ii) The Service and support Provider should ensure smooth functioning of the Printers. The report /certificate from the Divisional Joint director/ Treasury Officer of concerned location must be obtained and enclosed in the bill for payment.
- c. The Service and support Provider will submit his bills for the consideration of payments the milestones wise payments due for each group of items are given below in GCC 14.4.
- d. The Competent Authority will make payments, according to the given schedule, which shall be subject to the fulfilment of given milestones on every stage of items. Income tax at source and other taxes as applicable under the concerned laws will be deducted from payment at every stage.

### Service and support for maintenance of - Printers

MILESTONE	PAYMENT	CUMMULATIVE PAYMENT
Ist Qtr	25%	25%
IInd Qtr.	25%	50%
IIIrd Qtr	25%	75%
IVth Qtr	25%	100%

## 14. PENALTY CLAUSE

For working out the penalties the Competent Authority has identified severity levels.

- a. Severity 1 - The problem causes complete loss of services. Work can not reasonably continue, the operation is mission critical and the



situation is an emergency. A severity 1 problem has one or more of the following characteristics.

- Printer not working due to some hardware/software problem.
  - Printer hangs indefinitely, causing unacceptable or indefinite delays for resources and response.
  - A critical function is not available.
- b. Severity 2- The problem causes a severe loss of service. No acceptable work around is available, however, operation can continue in restricted fashion.
- c. Severity 3 - The problem causes minor loss of service. The impact is an inconvenience, which may require a work around to restore the functionality.

For above stated severity, the service and support provided is required to provide the following support.

➤ Maintenance of Printer.

e. In case of unsatisfactory service support the agency entering into service and support of printer shall be liable to pay penalties in the manner and rates given below.

**The maximum penalties of downtime of printers will be @10% of each printer basic value on yearly basis.**

Sno	Severity Level	Type of Non Compliance	Rate Of Penalties
1	Severity 1	Not restoring the printer back to the normalcy within 24 Hours of its reporting to the service and support provider	Rs.500 (Rs. Five Hundred) per hour after the lapse of 24hr since reporting of the fault.
2	Severity 2	Not restoring the printer back to the normalcy within 24 Hours of its reporting to the service and support provider	Rs 400(Rs.Four Hundred) per hour after the lapse of 24hr since reporting of the fault.
3	Severity 3	Not restoring the printer back to the normalcy within 48 Hours of its reporting to the service and support provider	Rs 200(Rs. Two Hundred) per Day per site after the lapse of 48hr since reporting of the fault

14.2 If it is suspected by the competent authority that duplicate/sub standard/repared/refurbished parts or components of make other than what was mentioned in the contract document have been used by the service and support provider, the procedure will be followed.

- (1) With the consent of service and support provider, one set of equipment will be earmarked as the standard equipment, which will be used as standard for all future references/comparisons.

- (2) An inspection team shall be constituted by DTA. This team shall inspect these equipment and compare them with the standard equipment as provided in sub clause (1) above.
- (3) On confirmation of duplicate/sub standard/repaired/ refurbished parts being found in more than 10% of the equipment is sample (minimum 2 sites), it will be concluded that duplicate parts have been used in the service and support and supply of these equipment and detailed enquiry shall be ordered by DTA.
- (4) After this a large sample constituting of all replaced items of the treasuries, selected randomly will be examined. In this sample, if duplicate/sub standard/repaired/refurbished parts are found to having been used in any of the replaced goods at two or more locations, it will be considered to be conclusive proof of unfair trade practices. This will without prejudice to any other location as permissible under the law against service and support provider, result in the competent authority asking recall of all the replaced items and request for free replacement of entire quantity of goods replaced by the service and support provider. If the service and support provider does not replace the goods within 15 days of such recall order, the following course of action will be followed.
  - (a) The performance guarantee will be forfeited.
  - (b) The service and support provider will be blacklisted for this department, for next three years. Besides the case will be put up to blacklist him for the supplies in all the department of the state.
  - (c) Other state govt will be requested to blacklist the service and support provider.
  - (d) The details of this experience will be posted on MP Govt website for the benefit of other potential buyers.
- (5) All the request for rectification of the problems at any site will have to be attempted within
  - (a) 48 hours at DTA and Treasuries

14.3 The maximum penalty will not be exceed to 10% of the printer/value per year.

## 15. PRICES

- a. Prices charged by the service and support provider for Computerisation Project under the Contract shall not vary from the prices quoted by the service and support provider in its bid. The prices quoted for the Service and support shall under no condition change during the period of agreement. The rates should be quoted for Directorate of FMIS and all the offices of Directorate of Treasuries & Accounts, MP in various districts as given in Annexure-‘A’ and shall be inclusive of all the items as per the bid document.

## **16. CLAIMS FOR COMPENSATION FOR SUBMISSION OF BID**

- a. The Service and support provider whose bid is not accepted shall not be entitled to any claim whether of costs/charges/expenses/loss of profit etc. incidental to or incurred by him through or in connection with his submission of the bid or its consideration by the DTA or in the event of the State Government opting to modify/withdraw the Invitation to Bid or not to accept any of the bid(s)

## **17 CHANGE ORDERS**

- 17.1** The Competent Authority may at any time before completion of work for GCC Clause 12, change the work content by increasing/reducing the quantities of any item up to 20% of those mentioned in bid document, without creating any liabilities for compensation on any grounds whatsoever due to this change. In such a case the service and support provider will have to supply the increased quantity at the same contract rates within the time stipulated for supply of such items to be delete/modify

## **18 CONTRACT AMENDMENTS**

- 18.1** Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. ASSIGNMENT**

- 19.1** The Service and support provider shall not assign to any other agency, in whole or in part, its obligations to perform under the Contract, except with the competent authority's prior written consent.

## **20. SUBCONTRACTS**

- 20.1** The Service and support provider shall notify the competent authority in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service and support provider from any liability or obligation under the contract. Sub-contract shall be only for bought-out items, sub-assemblies and cabling.

## **21. DELAYS IN THE SERVICE AND SUPPORT'S PERFORMANCE**

- 21.1** The Service and support provider in accordance with the approved time schedule forming part of the Contract Agreement shall make Service and support of goods.

21.2 This is a time bound project and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Service and support provider encounters conditions impeding the timely Service and support/delivery of the goods and service, the Service and support provider shall promptly notify to the Competent Authority in writing the fact of the delay, its likely duration and its cause(s). The Competent Authority shall himself evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Service and support provider's time for performance in which case the extension shall have to be ratified by the parties by an amendment of the Contract.

21.3 Delay on part of the Service and support provider in the performance of its delivery obligations shall render the Service and support provider liable to the imposition of penalty pursuant to GCC Clause 15 unless an extension of time is agreed upon pursuant to GCC Clause 21.2.

## **22. LIQUIDATED DAMAGES**

If the service of the service provider is found unsatisfactory or,

22.1 If any of the goods and services delivered by the Service and support provider fail to perform according to the specifications of this project and the Competent Authority decides to abort the contract because of such failure then a sum up to 50% of the value of the sanctioned bid amount will be recoverable as liquidated damages from the Service and support provider. Besides, all the payments already done for such goods and services will be recoverable. This will be without prejudice to other remedies available under this contract to the Competent Authority.

## **23 TERMINATION FOR DEFAULT**

23.1 The Competent Authority with prior approval of the State Government may, without prejudice to any other course of action for breach of contract, by written notice of 30 days to the Service and support provider, terminate the agreement in whole or in part, if:

- (a) The Service and support provider fails to perform either partially or completely, any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the Competent Authority.
- (b) The quality of delivery of various tasks is not up to the satisfaction of the Competent Authority.

(c) The Service and support provider fails to perform any other obligation under the agreement.

**23.2** In the event of the Competent Authority terminating the contract in whole or in part, pursuant to GCC clause 24.1, the Competent Authority may procure, such service and support at the risk and cost of the Service and support Provider from open market, following the procedures as found suitable by the Competent Authority under the circumstances. The Service and support provider will be liable to pay for excess expenditure, if any due to such change in procurement procedure. However, the Service and support provider shall continue with the performance of the contract to the extent not terminated.

**23.3** The Service and support provider shall stop the performance of the contract from the effective date of termination and hand over all the documents, hardware, equipment etc. to the DTA for which payment has been made. The Service and support provider may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Service and support provider in the event of termination.

**23.4** In case of termination of contract as mentioned in Clause 24.1, all Bank Drafts/ FDR's furnished by the Service and support provider by way of Bid Security / Performance Security shall stand forfeited and the bank guarantees (if any) invoked in favour of the State Government.

**23.5** In case of suspension under Clause 26.2, the Service and support provider shall be liable to pay compensation for any loss or additional liability, if incurred due to completion of work by another agency.

#### **24. TERMINATION FOR CONVENIENCE**

24.1 The Competent Authority, by written notice sent to the Service and support provider, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the Competent Authority's convenience and also the extent to which performance of the contract is terminated, and the date on which such termination becomes effective.

24.2 The Competent Authority shall accept the service and support , which are completed after the Service and support provider's receipt of notice of termination, at the contract terms and prices. For the remaining items/services, the Competent Authority may elect:

(a) To have any portion completed and delivered at the contract terms and prices; and /or

- (b) To cancel the remainder and pay to the Service and support Provider an agreed amount for partially completed items/services and for services previously accomplished by the 'Service and support Provider'.

24.3 No consequential damages will be payable to the Service and support Provider in the event of such termination.

## **25. TERMINATION FOR INSOLVENCY**

25.1 The Competent Authority may at any time terminate the contract by giving notice to the Service and support provider, if the Service and support Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without any compensation to the 'Service and support Provider'. Besides, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Competent Authority.

## **26. SUSPENSION**

26.1 The Competent Authority may, after giving a written notice of suspension to the 'Service and support Provider', and considering the representation, if any, submitted by him within a period of 15 days from receipt of such notice, suspend all payments to the 'Service and support Provider', if the Service and support Provider fails to perform any of its obligations (including the carrying out of the services). Such notice of suspension shall:

- (a) Specify the nature of the failure and
- (b) Direct the Service and support Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the 'Service and support Provider'

26.2 The Competent Authority may therefore engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the 'Service and support Provider'.

## **27. SERVICE AND SUPPORT PROVIDER PERSONNEL**

27.1 The 'Service and support Provider' shall employ and provide such qualified and experienced personnel as may be required to perform the services under the agreement. The Service and support Provider shall open an Office at Bhopal and other divisional places. The Office at Bhopal will be treated as branch office of the service and support provider for legal and financial purposes. The Service and support Provider will also depute and maintain the personnel for Service and support as agreed in the contract.

## **28. CONFIDENTIALITY**

28.1 The Service and support Provider and their personnel shall not, either during implementation or after completion of the Service and support period, disclose any proprietary or confidential information relating to the services, agreement or the Competent Authority's business or operations without the prior consent of the Competent Authority.

## **29. PROPERTIES AND RISK**

29.1 The property and risk in the works shall pass on to the Competent Authority after they are performed in accordance with the conditions of the agreement. Such passing of property and risk shall be without prejudice to any right of rejection.

## **30. FORCE MAJEURE**

Notwithstanding anything contained in the Bid Document, the Service and support Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the 'Service and support Provider' and not involving the 'Service and support Provider's' fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo. The decision of the Competent Authority regarding Force Majeure shall be final and binding on the 'Service and support Provider'.

If a Force Majeure situation arises, the Service and support Provider shall promptly notify to the Competent Authority in writing, of such conditions and the cause thereof. Unless otherwise directed by the Competent Authority in writing, the Service and support Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Competent Authority may terminate this agreement by giving a written notice of a minimum 30 days to the Service and support Provider, if as a result of Force Majeure, the Service and support Provider is unable to perform a material portion of the services for a period of more than 60 days.

## **31. TIME SCHEDULE**

For Service and support for the maintenance of time schedule will have to be provided by the Service and support provider in form VII. The annual Service and support period divided in to four quarterly periods.

## **32. RESOLUTION OF DISPUTES**

33.1 The Competent Authority and the Service and support Provider shall make every effort to resolve amicably by direct informal negotiation, any

disagreement or dispute that may arise between them under or in connection with the Contract.

33.2 If, after 30 days from the commencement of such informal negotiations, the Competent Authority and the Service and support Provider are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the GCC Clause 33.3.

33.3 In all matters and disputes arising thereunder, the Secretary, Finance Department, Government of M. P. shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Service and support Provider and the Competent Authority shall ensure that the Computerization Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the Competent Authority or the Service and support Provider to interfere in or prevent normal functioning of the Computerized Project.

### **33. LEGAL JURISDICTION**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in MP only.

### **34. TAXES AND DUTIES**

The Service and support Provider shall furnish the Income Tax Clearance certificate for the previous year issued by the concerned Income Tax Authority. The responsibility of taking all the necessary statutory clearances lies with the bidder. The Service and support Provider shall be entirely responsible for all taxes, duties, license fees, etc. regarding all the goods and services needed for completion of work assigned to him. The office at Bhopal will be treated as branch office of the Service and support Provider for legal and taxation purposes.

### **35. LOCAL CONDITIONS**

1. The Service and support Provider shall inspect the site and shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance of site conditions shall not be considered after the submission of bid. The details of project sites are enclosed as Annexe 'A'.
2. The Service and support Provider shall be deemed to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever that might affect the carrying out of the work and to have satisfied himself as to the adequacy of his bid. He is deemed to have known



the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts whatever be the defects, omissions or errors that may be found in the Bid Documents.

3. The 'Service and support Provider' shall be deemed to have visited and carefully examined the site and surroundings, to have satisfied him about the nature and details of all existing conditions that may affect the work.
4. The Service and support Provider shall be deemed to have acquainted himself of Government of India's and Government of Madhya Pradesh taxes & duties, Laws, statutes, regulations, levies and other charges.
5. Any neglect or omission or failure on the part of the Service and support Provider in obtaining necessary and reliable information as stated above or on any other matter affecting the Service and support Provider shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

### **36. RESPONSIBILITIES OF THE SERVICE AND SUPPORT PROVIDER**

The Service and support Provider shall be responsible for the following:

1. The Service and support Provider shall co-ordinate with the DTA for the successful working of printers.
2. The Service and support Provider shall provide Service and support for the maintenance of the printer at the project sites mentioned in Annexe 'A'.
3. The Service and support Provider shall make arrangements for the transportation of goods during the contract period (required hardware peripherals) etc. to the site(s) and if required, cover transit insurance till the delivery of the material to the respective sites.
4. The Service and support Provider is responsible for all unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The Service and support Provider will test all hardware operation and accomplish all adjustments necessary for successful and continuous operation of the printers at all sites.
5. The Service and support Provider shall maintain the supplied equipment at the respective location. Maintenance would also mean that printer works in a networking environment as a total system. It is required that the Service and support Provider has to work in co-ordination with other Service and support Provider providing other parts of the system. All necessary parameters required for configuring the equipment to run with other subsystems shall be done by the 'Service and support Provider'.

6. The Service and support Provider shall have to supply all necessary repair accessories and spares required during maintenance except appropriate cables, power supply cords/wires etc. and device drivers and documentation that may be required, whether mentioned or not mentioned in the bid, in case the bidder is supplying spare parts and other consumables.
7. The Service and support Provider is responsible for ensuring that the supplied equipment supports the intended system hardware (back end/front end operating system as mentioned in the schedule of requirements). Any problems encountered in the installation of the hardware/software because of hardware incompatibility shall be the responsibility of the service and support provider. The Service and support Provider shall provide any device driver required for installation of necessary hardware.
8. The Service and support Provider shall keep the project manager at Bhopal to oversee the successful completion of the maintenance contract.
9. The Service and support Provider will abide by the job safety measures prevalent in India and will free the competent authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service and support Provider's negligence. The Service and support Provider will pay all indemnities arising from such incidents and will not hold the competent authority responsible or obligated.
10. The Service and support Provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
11. The Service and support Provider is responsible for maintenance and repair of the equipment at each of the project sites during the maintenance period of -01 years.
12. Any service which though has not been mentioned in the specifications, but is required to be provided for proper operation of the equipment for its intended use, then it shall be deemed to have been included in the specifications and shall therefore be supplied and installed by the Service and support Provider without any additional cost to the Competent Authority.
13. The service and support provider will have to provide a suitable online/other method call logging and rectification procedure.

14. The service and support provider will have to provide contact details & telephone no.'s and e-mail addresses of all deputed engineers.
15. The service and support provider will have to fix a high quality sticker, which in no case can be reused. This sticker would be signed by authorised engineer and concerning departmental officer. The service provider will maintain the security and safety of the system.
16. The service and support provider is responsible to follow and ensure the condition in clause 39 also.

**37. NOTICE**

1. Any notice, request or consent required or permitted to be given or made to this contract shall be in writing. Any such notice, request shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telegram, fax to such party at the address specified below:

Competent Authority:-

COMMISSIONER,  
Treasuries & Accounts, MP  
Block A , 5<sup>th</sup> floor, Paryavas Bhavan,  
Mother Teresa Road,  
BHOPAL- 462011

Service and support provider : (To be filled at the time of signing of the Contract)

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2. Notice will be deemed to be effective as specified below:

(a) In the case of personal delivery or registered mail -	from the date of delivery
(b) In the case of fax, e-mail--	48 hours following confirmed transmission.

### **38. SERVICE AND SUPPORT**

- i. The service and support provider will provide quarterly preventive maintenance of all the equipment's at the project sites during the period of maintenance and will provide the reports in the formats issued by the competent authority.
- ii. The maintenance will cover repair / replacement of all parts except Cartridge, and Toner.
- iii. During maintenance period, a defective component of equipment can be repaired on site. The service provider shall provide a stand by equipment/device in place of the faulty equipment and then beyond can repair the device at his support center.
- iv. Replacement of defective component will always be done with the component of same make and specifications as original. In case of a replacement of same make is not available, then a component of equivalent make and specifications can be used with the approval of the Competent Authority. In no case, replacement with repaired/ refurbished components will be permitted.
- v. Replacing a component with refurbished / repaired duplicate component will be considered as unfair trade practices. On receipt of such a information, the procedure prescribed in GCC Clause 14.2 shall be followed and penalty mentioned GCC Clause 14 may be imposed. This time will be logged for all hours and not just the working hours.
- vi. It is expected that all the items will give a 95% uptime (except server for which 98% uptime is required), therefore maximum limit for downtime due to fault of any equipment shall be less than 111 hrs during a quarter, and for server shall be less than 45 hours during a quarter. If down time exceeds mentioned above then additional penalty @ Rs500 per day for each equipment will be imposed & max to 10% of each printer value/year.
- vii. It is expected that the service and support provider will attend to fault with utmost swiftness. However, if any fault continues beyond a week a additional penalty @ Rs 500 per day will be imposed till the correction of fault for severity no three(3). This penalty will be additional to the penalty imposed in clause 14
- viii. If the fault persists beyond 96 hrs then, the service and support provider will be asked to provide temporary replacement of the equipment. If he fails to provide such replacement, an additional penalty @ Rs 500 per day will be imposed till the correction of the fault. This penalty will be additional to the penalty imposed in clause 14
- ix. All the maintenance/repairs shall be attended by the Service and support provided or authorized personnel of the Service and support provider.
- x. The Service and support provider shall make available at the site, the services of its service engineers to attend the call logged.
- xi. The service support provider shall maintain adequate spare machines and other spare at the sites to facilitate any temporary replacement.

**SECTION IV : TECHNICAL SPECIFICATION**

**A. INTRODUCTION:**

The Computerization project of Directorate of Treasuries and Accounts entails centralized client-server architecture.

The Technical specifications of goods, services required under this bid are given in TABLE-2. :

*TABLE-1*

**LIST OF ITEMS FOR WHICH SERVICE AND SUPPORT TO BE GIVEN**

<b>S. No</b>	<b>Details of Items for Services and support to be Provided</b>	<b>Approximate Volume of Work. Quantity</b>
G.1	SERVICE & SUPPORT OF PRINTERS.	Installed at 57sites

**SPECIFICATION**

<b>Printer</b>	<b>Make Model</b>	<b>Speed</b>
Lipi line matrix printer	6805L	LPM=500, Column=132/136, Port= 1 parallel & 1 serial

### SECTION V: SCHEDULE OF ITEMS

The bidder is required to service and support for items in the following project sites.

The details of project sites are given in Annexure 'A'.

- DIRECTORATE OF TREASURIES AND ACCOUNTS-01
- 56 Treasuries - 56

#### Annexure- A

#### LIST OF SITES OF FINANCE DEPARTMENT AND DIRECTORATE OF TREASURIES & ACCOUNTS FOR SERVICE AND SUPPORT (DIVISION-WISE)

	Name of Office	Location
1.	Directorate Treasuries & Accounts. M.P. Bhopal	Paryavas Bhavan, Fifth Floor Block'A' Mother Teresa Road, Jail Pahadi, Bhopal
1-	District Treasury, Bhopal	Near Old Secretariat, Bhopal
2-	District Treasury, Sehore	Sehore
3-	District Treasury, Vidisha	Vidisha
4-	District Treasury, Raisen	Raisen
5-	District Treasury, Betul	Betul
6-	District Treasury, Rajgarh (Biawara)	Rajgarh
7-	Vallabh Bhavan Treasury, Bhopal	Sapura Bhavan, Bhopal
8-	District Treasury, Hoshangabad	Hoshangabad
9-	District Treasury, Harda	Harda
10-	Vindhyachal Treasury, Bhopal	Vindhyachal Bhavan, Bhopal
11-	City Treasury, Indore	Indore
12-	District Treasury, Indore	Indore
13-	District Treasury, Dhar	Dhar
14-	District Treasury, Khargone	Khargone
15-	District Treasury, Khandwa	Khandwa
16-	District Treasury, Jhabua	Jhabua
17-	District Treasury, Badwani	Badwani
18-	District Treasury, Burhanpur	
19-	District Treasury, Alirajpur	
20-	District Treasury, Jabalpur	Collecatorate, Jabalpur
21-	City Treasury, Jabalpur	Sadar Bazar, Jabalpur
22-	District Treasury, Narsinghpur	Narsinghpur
23-	District Treasury, Katni	Katni
24-	District Treasury, Balaghat	Balaghat
25-	District Treasury, Seoni	Seoni
26-	District Treasury, Chhindwara	Chhindwara
27-	District Treasury, Dindori	Dindori
28-	District Treasury, Mandla	Mandla
29-	District Treasury, Ujjain	Ujjain
30-	District Treasury, Ratlam	Ratlam

31-	District Treasury, Neemach	Neemach
32-	District Treasury, Dewas	Dewas
33-	District Treasury, Shajapur	Shajapur
34-	District Treasury, Agar malwa	
35-	District Treasury, Mandsaur	Mandsaur
36-	District Treasury, Rewa	Rewa
37-	District Treasury, Satna	Satna
38-	District Treasury, Sidhi	Sidhi
49-	District Treasury, Shahdol	Shahdol
40-	District Treasury, Singraoli,	
41-	District Treasury, Anuppur	
42-	District Treasury, Umariya	Umariya
43-	Motimahal Treasury, Gwalior	Motimahal Gwalior
44-	District Treasury, Gwalior	Gorkhi, Gwalior
45-	District Treasury, Morena	Morena
46-	District Treasury, Shivpuri	Shivpuri
47-	District Treasury, Bhind	Bhind
48-	District Treasury, Guna	Guna
49-	District Treasury, Sheopur	Sheopur
50-	District Treasury, Datia	Datia
51-	District Treasury Ashoknagar	
52-	District Treasury, Sagar	collectorate, Sagar
53-	District Treasury, Damoh	Damoh
54-	District Treasury, Chhatarpur	Chhatarpur
55-	District Treasury, Panna	Panna
56-	District Treasury, Tikamgarh	Tikamgarh

**SECTION VI: FORMS AND ANNEXURESFORMS**

(A) The following forms are required to be used for the submission of bid-

- I. Bid Form
- II. Price Schedule
- III. Particulars and qualifications of the bidders. (This form is to be submitted separately for each member of the consortium. For this purpose photo copies of the form may be also used).
- IV. Duly authenticated lists of Service and support personnel's with the bidder.
- V. Technical compliance form.
- VI. List of service centers available in the state of MP (District wise)
- VII. Time schedule for carryingout activities at project sites
- VIII. Proforma for performance statement.
- IX. Proforma for the Contract Agreement.
- X. Particulars of Bid security.
- XI. Particulars of Performance security.
- XII. List and rate of consumable Items.

(B) All of these forms are supplied in a separate envelope, which should be used separately by the bidder, along with this bid document.

(C) The bidder is expected to submit the required information only in the printed forms, which are supplied in one copy with the bid-document However, if space for filling up the information in some of the forms is insufficient, such information can be filled in typed sheets.



**FORM I**

**Bid No.01/2020**

**BID FORM**

To,  
The Commissioner,  
Treasuries & Accounts, MP.  
Block 'A', 5<sup>th</sup> Floor, Paryavas Bhawan,  
Mother Teresa Road, Bhopal- 462011

Dear sir,

Having examined the Bidding Document including Addenda Nos \_\_\_\_\_ [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned offer to take up the work for SERVICE & SUPPORT FOR MAINTANANCE OF PRINTER for integrated computerization of Finance Department and Directorate of Treasuries & Accounts and treasury locations in conformity with the said bidding documents for the sum of Rs..... (Final Bid price in words and figures) or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to SERVICE & SUPPORT FOR MAINTANANCE OF PRINTER in accordance with the approval by the Competent Authority.

We agree to abide by this bid for a period of 90 (Ninety) days after the date fixed for bid opening under Clause 18.1 or for any further period for which bid validity has been extended under Clause 12.2 of the "Instruction to Bidders" and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....Day of  
.....2020(Signature).....  
(In the capacity of.....  
Duly authorized to sign Bid for and on behalf of  
.....

**PRICE SCHEDULE**

(In Rs.....)

<b>S. No</b>	<b>Details of Items for Services and support to be Provided</b>	<b>Approximate Volume of Work. Quantity</b>	<b>Rate per unit</b>	<b>Total</b>
1	PRINTER	Installed at 57 locations		

Total Bid price .....

(In words)

Date.....

Signature.....

Place.....

in the capacity of.....

duly authorized to sign Bid for and on behalf of

.....

FORM IV  
Bid No. DTA-01/2020

**PARTICULARS AND QUALIFICATIONS OF  
THE BIDDER**

A. Particulars of the organization

1. Name of the organization .....
2. Address .....
- .....
- .....
- .....
- .....
- Telephone No (s) .....
- Fax No (s) .....
3. Legal Status .....
- (Attach proof)
4. Ownership .....

Sl No	Name of persons owning more than 5% stake in the organization	Nationality of the stake holders	Details of restrictions, if any on transfer of stake

5. In case the organisation is a public sector undertaking indicate the percentage share of Govt. holding. ....
6. Classification (please ✓ the appropriate category)
  - i. Manufacturer
  - ii. Authorized Agent
  - iii. Dealer
  - iv. Others (please specify) .....
7. Details of organisation/ personnel: Give organisation chart for following indicating clearly the names and addresses of persons at various levels dealing with the following category of responsibilities.
  - i. Administration
  - ii. Quality Assurance
  - iii. Marketing
  - iv. Service and support

Sl No	Category of responsibility	Designation	Name and Address of person	Contact Telephone No. And Fax

8. Annual turnover for the last 3 years-

Sl No	Financial Year	Total Annual Turnover (in Rs)
1	2	3
1	2016-2017	
2	2017-2018	
3	2018-2019	

Last three years turnover of service provider should be 2.50 crores and bid security are 1.00 lakh

Please attach Balance-Sheet or Income-Expenditure and Asset-liabilities status position during the last 3 years, duly audited by Chartered Accountant / Statutory Auditors.

9. Details of testing facilities available with the service and support provider.

- i. List of personnel employed for testing purpose.
- ii. List of test carried out at service and support provider's site/plant.
- iii. List of test which are outsourced

10. List of service centers available in the state of MP (District wise)

Sl No	Name of the District	Location And Address	Type of arrangement, whether owned / outsourced / contracted / other (specify)	Details of obligations of service, which can be carried out through the center.	No. of maintenance personnel normally deployed at the center.	No. of sites being covered by this center, at present.

Particulars of Authorisation of the person signing these documents on behalf of the Bidder.

1. Name, Designation & Address of the .....  
authorised person .....
2. Name, Designation & Address of the .....  
person authorizing for signing the .....  
document .....
3. Details of documents showing that the .....  
person mentioned in entry C (2) above, is.....  
authorised to issue such an authority .....
4. Type / form of the issued authority .....  
(Whether irrevocable power of attorney/authority  
..... Letter etc.)  
.....
5. Extent of liability covered under this .....  
Authority .....

Please enclose the original authorization document.

(Signature).....  
in the capacity of .....  
duly authorised to sign Bid for and on behalf of .....

FORM V

Bid No. DTA-01/2020

Duly Authenticated list of Full Time Personnel Employed by the bidder for Service & Support

SI No	NAME	DESIGNATION	EDUCATIONAL QUALIFICATION	DATE OF JOINING THE ORGANIZATION

Date:.....

Signature.....

In the capacity of .....

Place:..... Duly authorized to sign Bid for and on behalf of

.....

**FORM VI**

Bid No. DTA-01/2020

List of service centers available in the state of MP (District wise)

Sl No	Name of the District	Location And Address	Type of arrangement , whether owned / outsourced / contracted / other (specify)	Details of obligations of service, which can be carried out through the center.	No. of maintenance personnel normally deployed at the center.	No. of sites being covered by this center, at present.	contact No.

**Date:**.....

**Signature**.....

**In the capacity of** .....

**Place:**.....

**Duly authorized to sign Bid for and on behalf of**

.....

**FORM VII**  
Bid No. DTA-01/2020

**TIME SCHEDULE FOR CARRYING OUT ACTIVITIES AT**  
**PROJECT SITES**

<b>S. No</b>	<b>Details of Items for Services and support to be Provided For</b>	<b>Approximate Volume of Work at sites</b>	<b>Activity at the sites</b>
<b>1.</b>	<u>Maintenance of printer mentioned in the tender</u>	maintenance of Approximately 57 sites.	Annual Maintenance of service & Support for maintenance of printer in 04 equal quarters.

Date:.....

Signature .....

In the capacity of .....

Place:.....

Duly authorized to sign Bid for and on behalf of

.....



PROFORMA FOR PERFORMANCE STATEMENT
---------------------------------------

Summary Profiles of Projects of value more than Rs 20 lakhs, Completed for Service & Support of printer during last Three Years

S. No	Name, Address, Telephone no. & fax no. of organization	Description of the items	Value of Contract (in Rs.)	Period of Execution	Remarks
1	2	3	4	5	6

Date:.....

Signature.....

In the capacity of .....

Place:.....

Duly authorized to sign Bid for and on behalf of

.....

FORM IX  
Bid No. 01/2020  
**CONTRACT PROFORMA**

THIS AGREEMENT is made on the ..... day of .....2020 between Commissioner of Treasuries & Accounts, M.P. Bhopal (hereinafter called "the Competent Authority") of the one part and ..... (Name of Bidder) (hereinafter called "the Service and support provider") of the other part: WHEREAS the Competent Authority is desirous that certain services viz. Service & Support of for maintenance of printer should be performed and has accepted a bid by the Service & Support of printer in the sum of Rs..... (Contract Price in Words and Figures ) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Bid Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The Bid Form, Particulars and Qualifications of the Bidder,
  - (b) The General Conditions of Contract;
  - (c) The Technical Specifications;
  - (d) The Schedule of Requirements;
  - (e) The Competent Authority 's Notification of Award.

(f) Annexure "A'.

PRICE SCHEDULE

(In Rs.....)

Sl No	Item Code Name	Brief Item Description	Quantity	Rate per unit	TOTAL
1	2	3	4	5	6

TIME SCHEDULE FOR SERVICE AND SUPPORT OF GOODS

S. No	Details of Items for Services and support to be Provided For	Approximate Volume of Work at sites	Activity at the sites
1.	<u>Maintenance of printers</u>	maintenance of Approximately 57 sites.	Maintenance/service & Support of printers

3. The contract shall begin from the date of signing of contract.

4. In consideration of the payments to be made by the Competent Authority to the bidder covenants with the Competent Authority to provide the Service & Support of printer and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Competent Authority hereby covenants to pay the bidder in consideration of the provision of the Service & Support of printer of defects therein, 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.



**PARTICULARS OF PERFORMANCE SECURITY**

1. Name of the Bank .....
2. Name, Address, Contact. No. ....  
& Fax No.s of Bank Branch.....  
Issuing the draft .....
3. Code No. of Bank Branch.....
4. Code No. of signatories .....
5. Amount in Rs. ....
6. Bank Draft/Guarantee/FDR No. & Date .....
7. Valid up to (give date) .....

Date:.....

Signature.....

In the capacity of .....

Place:.....

Duly authorized to sign Bid for and on behalf of  
.....

**END of Document**