

D-18016/1/2017-GA
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

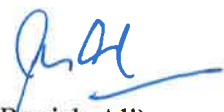
Udyog Bhawan,
New Delhi

Dated: 27th November, 2017

TENDER DOCUMENT

Online Tenders are invited for Annual Maintenance Contract under Full Service Maintenance Agreement (FSMA) for various makes/models of photocopier Machines installed in Department of Industrial Policy and Promotion at Udyog Bhavan, New Delhi. The detailed schedule of e-tender is as under:

Sl.No.	SCHEDULE OF TENDER	DATE AND TIME
1.	Date of uploading of Tender Document on website/CPP Portal	27.11.2017.
2.	Last Date & Time for submission of EMD	Upto 3.00 P.M. on 18.12.2017
3.	Last date and time for online submission of tender document	Upto 3.30 P.M. on 18 12.2017
4.	Date and time for online opening of Tender Document	19.12.2017 at 3.30 P.M.



(S.Ravish Ali)

Under Secretary to the Government of India
Tele No. 2306 3697

No.D-18016/01/2017-GA
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Udyog Bhawan,
New Delhi

Dated: 27th November, 2017

E-TENDER NOTICE

Subject: Tender for Annual Maintenance Contract under FSMA for various makes/models of photocopier Machines installed in Department of Industrial Policy and Promotion at Udyog Bhawan, New Delhi - regarding.

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1. Online e-Tenders are invited by the Department of Industrial Policy and Promotion (DIPP) from the Authorized Service Provider or Original Equipment Manufacturer (OEM) for **Annual Maintenance Contract (AMC) under Full Service & Maintenance Agreement (FSMA) for various** makes/models of photocopier Machines installed at Udyog Bhawan, New Delhi, for a period of one year which is extendable subject to satisfactory performance. Total Nos. of machines may increase or decrease under FSMA. The detailed terms and conditions of the contract are given in **Annexure-I**. The rates are to be quoted as prescribed in the bid format in **Annexure-II**.
2. The bid will be accepted as an e-tender only and intending bidders must be registered with the Central Public Procurement Portal (CPP) i.e. <http://eprocure.gov.in/eprocure/app>.
3. Interested service providers may submit their tenders online at <http://eprocure.gov.in/eprocure/app> as per the prescribed Performa. Tenders are to be submitted only online through e-Procurement Portal <http://eprocure.gov.in/eprocure/app>. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time under any circumstances whatsoever.
4. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of crossed Demand Draft/Bankers Cheque in favour of '**DDO(Cash), Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi**' has to be submitted to the Under Secretary (GA), DIPP, Room No. 271-A, Udyog Bhawan, New Delhi-110011 by **3.00 P.M. on 18.12.2017**. EMD's should be valid for a period of at least 90 (ninety) days from the date of opening of the tender. In case EMD is submitted late or not submitted at all, the bid will be considered unresponsive and incomplete and will be summarily rejected. **The firms registered with MSME and NSIC should submit a copy of EMD Exemption certificate for claiming exemption from EMD submission.**



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5. After commercial evaluation of the bids order shall be placed on the lowest offer which conforms to the bid norms.
6. The EMD's submitted by all the unsuccessful bidders shall be returned by the department after finalization of the tender.
7. The Department reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.



(S.Ravish Ali)

Under Secretary to the Govt. of India
Tel. No. 23063697

Copy to:

1. All Ministries and Department of Govt. of India located in New Delhi / Delhi with the request that the contractors engaged by them for the purpose may be requested to submit their tenders, if interested.
2. NIC for placing this tender on the website of DIPP for wide publicity.

A. TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- i) The scope of work covers comprehensive and annual maintenance of Photocopiers of different makes and models installed in Department of Industrial Policy & Promotion at Udyog Bhavan, New Delhi.
- ii) Provide regular onsite preventive maintenance.
- iii) To replace old and defective parts with new and genuine parts for these machines during the contract period and no extra payment will be made for change/replacement of parts and toners etc.
- iv) It shall be responsibility of the firm to maintain all the Photocopy machines in good working order and take prompt action to rectify the machine.
- v) The firm shall provide standby Photocopy Machine till the machine is got repaired by the firm in case of any delay.
- vi) The firm will provide maintenance and repair services on all working days. However, in case of emergency firm will provide maintenance and repair services on week-ends and holidays also.

2. PERIOD OF CONTRACT

The contract will be for a period of one year, which can be extended further subject to the satisfactory performance of the firm upto a period of two years on the same rates, terms and conditions

3. EARNEST MONEY DEPOSIT (EMD)

Earnest Money deposit of Rs. 20000/- (Rupees Twenty Thousand) of unsuccessful bidders shall be refunded within one month after the successful bidder executes the agreement with DIPP. EMD of successful bidder shall be returned within 15 days from the date of receipt of the security deposit. **No interest is payable on EMD. The firms registered with MSME and NSIC should submit a copy of EMD exemption certificate for claiming exemption from EMD submission.** EMD will be forfeited in case successful tenderer fails to abide by the terms and conditions or refuse to undertake the contract;



4. FORFEITURE OF EARNEST MONEY DEPOSIT

The earnest money shall be forfeited

(a) If the quotation is withdrawn by the bidder:

(i) at any time prior to its rejection or (ii) Before or after its acceptance is communicated to the bidder or

(b) If the successful bidder fails to comply with the terms & condition of the Quotation Notice

5. PERFORMANCE SECURITY

An amount of Rs. 50,000/- (Rupees Fifty thousand only) will be the "Security Deposit" in the case of successful bidder, which may be furnished in the form of Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank. The Performance Security should be valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. **Earnest Money will be refunded to the successful bidder on receipt of Performance Security;**

6. RELEASE OF PAYMENT

No advance payment shall be made. All the bills submitted by the successful tenderer would have to be accompanied by the work vouchers duly signed by the concerned officers/officials. Payments will be made on receipt of pre-receipted bills (in triplicate) on quarterly basis.

7. PENALTY CLAUSE

(i) In case the successful bidder is found in breach of any condition(s)/tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/ Performance security shall be forfeited after giving proper opportunity through show cause notice;

(ii) In case the performance of the successful tender is not found satisfactory, the tender will be cancelled and the Performance Security/Earnest Money forfeited.

8. RESOLUTION OF DISPUTE

All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.

9. GENERAL TERMS & CONDITIONS

(i) The total number of machines likely to be put under FSMA is 103 (Annexure-II) at present. The number of machines placed under the contract may increase or decrease;



- (ii) The contract is inclusive of all spares and consumables such as toner, drum kit, fuser kit, lamps and outer plastic covers, etc. All spares and consumables to be supplied / replaced should be genuine and duly supported by proof of their having been purchased from the authorized dealers of respective photocopier machines;
- (iii) The firm shall maintain the equipment as per manufacturer's guidelines and shall use standard components for replacement until and unless written order from General Admn. Division is conveyed the original specifications /characteristics/features shall not be changed.
- (iv) Any request for increase in quoted and/ or accepted rates will not be entertained for any reason during the currency of the contract;
- (v) The tenderer will be required to depute one expert engineer from 9.00 AM to 6.00 PM on all working days for attending the complaints. The Engineers will report to GA Section (Room No.21). **The complaint shall be attended to promptly and rectified on the same day on which it is received, failing which a penalty of Rs.500/- (Rupees Five hundred only) shall be levied for each day and recovered from the quarterly payment or performance security;**
- (vi) The company shall not engage any sub-contractor or transfer the contract to any other person/agency in any manner. This will be treated as breach of contract and the contract will be terminated forthwith;
- (vii) The reported fault would be taken on the same day. As far as possible, the repairs would be carried out on-site itself. However, in case the Photocopier is taken out to the workshop, the firm would provide a standby for the same;
- (viii) The equipment to be taken out to the workshop for repair with proper permission of the competent officer would be at the firm's own risk and expenses;
- (ix) The firms/bidders must have at least 3 (three) years of experience in providing service/maintenance services to Government Ministries/Departments/PSUs/other reputed national level institutions. The relevant documents are to be submitted with bid documents;
- (x) A satisfactory performance certificate regarding AMC from at least two Govt. Departments/PSUS shall have to be furnished;
- (xi) The firm will prepare separate log books for each of the machine to be taken under the AMC. Preventive maintenance will be carried out on monthly basis;



- (xii) The firm will take satisfactory report of the user of the Photocopier Machine on monthly basis. This monthly satisfactory report should be submitted along with the bills;
- (xii) The tender document must be filled in neatly and clearly. Incomplete or conditional tenders will not be entertained;
- (xiii) Tenderer will not be allowed to withdraw his offer. EMD shall be forfeited at the risk of tenderer, if the tenderer fails to honor the contract;
- (xiv) Any request for increase in quoted and/ or accepted rates will not be entertained for any reason during the currency of the contract;
- (xv) The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the tender void;
- (xvi) Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected;
- (xvii) For each item, order shall be placed on the bidder offering lowest price inclusive of taxes; However, if a single bidder who has not quoted **L1** prices for all Machines, is not found then the bidder who quoted **L1** rates for most number of the items will be given an opportunity to accept the contract if he consents to perform other items of work at **L1** rates quoted by other bidders.
- (xviii) The successful bidder will have to furnish the names & the mobile numbers of their authorized workers to attend to the requirements of the DIPP;
- (xix) The successful contractor shall be required to do the work during the entire period of the contract at the rates as approved on the basis of the quotation. If for any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the cost of the contractor and the expenditure incurred thereon shall be recovered from the bills/performance security of the firm. This may even entail the termination of the contract and forfeiture of the performance security;
- (xx) The Department reserves the right to reject any or all the bids in full or part or not to award the contract to the lowest bidder without assigning any reason therefore and giving any compensation. The decision of the Department in this regard shall be final and binding on all;

A handwritten signature in blue ink, followed by a blue arrow pointing to the right.

- (xxi) The contractor's personnel shall not divulge/disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters;
- (xxii) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department;
- xxiii) The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work;
- xxiv) The contractor will be responsible for the verification of the conduct/integrity of his deployed staff;
- xxv) GST, as per rules, should be quoted at the time of bill submission. TDS as per prevailing rates will be deducted before making the payment;
- (xxvi) The Department reserves the right to impose any other conditions for regulating the contract in public interest;
- xxiv) In case the successful bidder found in breach of any condition(s)/tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/ Performance security shall be forfeited after giving proper opportunity through show cause notice;
- xxv) Interested firms/parties will have to submit unconditional acceptance to the above terms and conditions at the time of submission of the tender;
- xxvii) The Tender of tenderer who does not fulfil any of the above conditions and incomplete tenders are liable to be summarily rejected at the risk and cost of the tenderer only and any further correspondence in this regard will not be entertained;
- (xxviii) At the end of the contract period of AMC both the user and vendor shall certify separately that the Photocopier machines are in satisfactory working conditions and that no faults or complaints are pending; and
- (xxix) At the time of expiry of the contract all the Photocopiers under the AMC shall be handed over in working condition so that handing over of AMC to the next contractor takes place in a smooth manner. The vendor shall provide services for at least 15 working days from the date of expiry of the contract for the smooth transfer of the AMC to the new contractor without any extra cost. Any equipment which is noted as in working condition



till the last hour of the AMC contract period should be rectified by the outgoing AMC contractor without any extra cost.

B. Bid Qualification Criteria

The tendering agency/firm must fulfil the following qualification/specifications in order to eligible for evaluation of the Bid:

- i. The service providers should have an office in Delhi NCR. The proof of address should be submitted with bid documents;
 - ii. The service providers should have their own Bank Account. The bank details are also to be submitted along with bid documents;
 - iii. The bidder should have had an annual turnover of at least Rs. 5 Lakhs only per year in the previous 3 years, excluding the current year. Certified annual turnover statement to this effect from a CA and copiers of ITRs of previous 3 years should be submitted with the offer;
 - iv. The firm shall provide complete address and telephone number along with PAN/TAN, GST NO, etc. In this regard, certified copy of the registration shall be submitted with the bid documents;
 - v. The firm/bidders should not have been blacklisted by any Ministry/Department of the Government of India. A self-declaration in this regard should be submitted with the bid documents;
 - vi. If it is found that the information/certificates furnished by the participating firms is incorrect/wrong or bogus, the firm shall be blacklisted, its bids will be ignored and EMD/Performance Security Deposit will be forfeited;
10. This Department has reserves the right to accept or reject the tender in full or in part without assigning any reason;



(S.Ravish Ali)

Under Secretary to the Government of India
Tele. No.2306 3696

List of photocopier machines functioning in this Department proposed for AMC (FSMA)

Sl.No.	Name of Model/Brand of photocopier	Quantity	Rates quoted by firms for per copy excluding taxes
1	Canon-IR-2020	08	
2	Canon-IR-3530	06	
3	Canon-IR-2320-L	05	
4	Canon-IR-2022N	15	
5	Canon-IR-2230	01	
6	Canon-IR-3225	01	
7	Canon IR 4045/4245	33	
8	Canon IR 2525	01	
9	Canon IR AC-2220(Coloured)	01	
10	Canon IR AC-3530(Coloured)	01	
11	Sharp MX-452-N	06	
12	Sharp-ARM-207/205	22	
13	Sharp-ARM-5620N	01	
14	Sharp MX-M-753N	01	
15	Konica Minolta 454e BizHub	01	
Total No. of Machines		103	
TOTAL			

(Signature of Owner / Authorized Representative)

