NOTICE INVITING TENDER

SUBJECT: Inviting Bids for Full Service maintenance Contract of photocopiers in Department of Commerce.

Sealed bids are invited from reputed Firms/Companies for the Full Service Maintenance Contract (FSMA) of photocopiers installed in the Department of Commerce in Udyog Bhavan, New Delhi and, at the residences of senior officers within the municipal limits of the city of Delhi/New Delhi.

2. The FSMA will include all spares and consumables (except manpower, power and photocopy paper). The rates should be submitted (in the Tender Form at Annexure-B) on per copy basis-both for Digital and Analogue Photocopier machines separately. It will be the responsibility of the Company/firm to provide genuine OEM spare parts/toner of the machines and to keep them in proper working order.

3. The total number of machines is more than 100 and most of the machines are of Sharp make. The number of the machines would vary from time to time. The machines which are under warranty would automatically come under the AMC from respective date after expiry of warranty and payment would be made on pro-rata basis. The machines which would be condemned during the year would be removed from AMC from respective date and payment for such machines would also be on pro-rata basis.

4. The firm/company must be registered as a firm or, as a company with the Registrar of Companies. The firm submitting quotation must be financially sound and should have achieved a minimum turnover of Rs. Two Crores per year during the last three financial years through execution of Maintenance Contracts. The firm/company would have previous experience in maintenance of such equipment with at least 5 Government Departments, for maintaining not less than 100 photocopiers per year. Necessary papers must accompany therein.
5. The firms should be authorized service provider of Sharp Business System India Ltd. Ink Signed letter from OEM must be enclosed with the tender quotation.

6. The firm/company applying for this tender would produce certificates for the previous financial year from the concerned authorities relating to the payment of Service Tax, Income Tax, Works contract Tax and any other tax applicable.

7. The firm shall maintain the equipment as per standard components for replacement. Until and unless written order of competent authority of this Deptt. is conveyed, the original specification/characteristics/features shall not be changed.

8. The firm will prepare separate logbooks for each of the machines to be taken under the AMC.

9. Preventive maintenance will be carried out on quarterly basis.

10. Payment will be made on monthly basis on production of bills along with satisfactory performance reports from the users of the machines. The payment would be made on the basis of number of pages copied per month. This would also include number of copies scanned, for which toner/cartridges are not required. Therefore, the rates should be quoted accordingly.

11. The Agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organizations or other-wise.

12. The firm should not have been blacklisted by any Government Department or Semi-government Department in the past.

13. **The contract will be valid for a period of one year.** The period of contract would be intimated after finalization of the contract. The rates quoted will remain in force for the full period of contact. No demand for revision of rate on any account shall be entertained during the contract period. The contract may be extended for another year on mutual consent and subject to satisfactory performance.

14. The service engineers would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a stand-by for the same. No transport charges would be paid. Two Resident Engineers would be required to be posted in the
Department who would report to the Section Officer (GA) on working days between 9.00AM to 5.30PM, and if necessary, on holidays also.

15. Immediately on award of the contract, the contractor would give a report taking over all equipment (giving their configuration) in working condition. It shall be the responsibility of the firm to keep all the photocopies satisfactorily throughout the contract period and also to hand over the systems to the Department in working condition on the expiry of the contract. In case any damage on the systems of the Department is found, compensation, which would be determined by the Department, will have to be paid by the firm.

16. In case of contractor backing out mid-term without any explicit consent of this Department, he will be liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by this Department on maintenance of machines for the balance period of contract through alternative means. The above acts of backing out would automatically debar the firm from any future dealings with this Department and the EMD amount would also be forfeited.

17. If any photocopier is not repaired within twenty-four hours, the firm will provide a stand-by copier. If, however, the firm fails to carry out repairs/provide a stand-by copier within 2 days to the satisfaction of the user, a penalty of Rs. 5,000/- (Rupees Five Thousand only) per day or part thereof will be charged for delay beyond the two days till such time the copier is repaired.

18. An amount of Rs.1,50,000/- (One lakh fifty thousand only) in the form of a Demand Draft/Fixed Deposit/Bank Guarantee on any scheduled bank in Delhi drawn in favour of Under Secretary(Cash), Department of commerce, New Delhi must accompany the quotation letter, as Earnest Money Deposit(EMD). Quotation received without earnest money will not be considered. The firms who are exempted from furnishing of EMD shall submit the requisite document in support with the quotation. Earnest money received from other unsuccessful tenders will be returned without interest. Successful tenderer shall be required to furnish a performance guarantee as determined by the Department in terms of GFR-2017 in the form of a Demand Draft/Fixed Deposit/Bank Guarantee on any scheduled bank in Delhi drawn in favour of Under Secretary (Cash), Department of Commerce, New Delhi. The performance guarantee will be refundable after successful completion of the contract, after adjust of dues if any, against the contractors.

19. Interested firms may furnish their proposal/rates through two bid systems i.e. Technical Bid (Annexure-A) and Financial Bid (Annexure-B).
20. The interested firms may submit separate sealed envelopes for “Technical Bid” and “Financial Bid” in a sealed cover superscribed “INVITING BIDS FOR FULL SERVICE MAINTENANCE CONTRACT OF PHOTOCOPIERS IN DEPARTMENT OF COMMERCE DURING 2017-18” addressed to Section Officer (GA), Department of Commerce latest by 3.00 PM on or before 31st March, 2017. The Technical bids will be opened on the same day i.e. 31st March, 2017 at 4.00PM in Room No. 548, Udyog Bhawan, New Delhi. The Tenderers who desire to be present at the time of opening of Technical bid may be present at that time. The EMD shall be submitted alongwith “Technical Bid”. Date and time for opening of Financial Bids of the eligible firms would be intimated later on. The financial bids of those bidders who qualify in the technical bid will be opened.

21. Preference shall be given to the Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. The Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises.

22. The tender is subject to the provision of Rule 173(iv) of General Financial Rules, 2017 which enables a bidder to question the bidding conditions, bidding process and/or rejection of its bid. Accordingly, enquiries in this regard by a bidder will be responded if the request is received in writing timely in GA Section of this Department.

23. The Department of Commerce reserves the right to accept or reject any or all tenders without assigning any reasons.

24. The Court at Delhi/New Delhi shall have the exclusive jurisdiction for all disputes between the parties arising out of this agreement.

[Signature]
(Mukesh Kumar)
Section Officer
Tel No. 23062521
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
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<tbody>
<tr>
<td>2</td>
<td>Address of Firm</td>
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<tr>
<td>3</td>
<td>Registration No.</td>
<td></td>
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<tr>
<td>4</td>
<td>Date of Registration of the firm</td>
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<td>5</td>
<td>Details of EMD</td>
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<td>6</td>
<td>Authorization certificate from OEM</td>
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<tr>
<td>7</td>
<td>Firm's Registration Certificate, PAN/ TIN/ Service Tax Number of firm along with self attested copies.</td>
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<td>8</td>
<td>Registration of Service Tax, Income Tax, Works Contract Tax and other taxes. Documentary proofs of the same may be enclosed.</td>
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<td>9</td>
<td>Turnover of 2 crores during the last three financial years through execution of such maintenance contract.</td>
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<tr>
<td>10</td>
<td>Details of the experience</td>
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<td></td>
<td>The certificates / documentary proofs of the same may be enclosed.</td>
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Signature of Authorised signatory with stamp and date

[Signature]

Ministry of Industry
Deptt. of Udyogini
FINANCIAL BID

INVITING BIDS FOR FULL SERVICE MAINTENANCE CONTRACT OF PHOTOPIER IN DEPARTMENT OF COMMERCE DURING 2017-18

NAME OF THE FIRM:--

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Copier Make/CPM</th>
<th>Per maintenance copy/scanning Rates (Excluding taxes)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Sharp AR-5726 (26 cpm)</td>
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<tr>
<td>2.</td>
<td>Sharp AR-M205 (20 cpm)</td>
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<td>3.</td>
<td>Sharp MX-282N (28 cpm)</td>
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<td>4.</td>
<td>SHARP MX-M464N (45 CPM)</td>
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<td>5.</td>
<td>Sharp MX-452N (45 cpm)</td>
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<td>6.</td>
<td>SHARP MX-M354N (35 cpm)</td>
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<td>7.</td>
<td>SHARP MX-M2010N (20 cpm)</td>
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<td>8.</td>
<td>SHARP MX-M2614N (26 cpm)</td>
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<td>9.</td>
<td>SAMSUNG CLX-9201 NA/XIP</td>
<td></td>
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</table>

Any other charges (if applicable)

(Signature of authorized person)

Full Name:

Date:

Seal

Place:
DECLARATION

1. I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in the Tender Notice No.19/15/2/2016-GA dated 14th March, 2017. The terms and conditions of the contract are acceptable.

2. The rates quoted by me/us are for the FULL SERVICE MAINTENANCE CONTRACT OF PHOTOCPIER IN DEPARTMENT OF COMMERCE DURING 2017-18.

3. DD No. ..................... Dated ......................... For Rs. 1,50,000/- towards EMD is also enclosed.

4. I/We hereby undertake that the decision of the Department of Commerce in this regard as well as the matter of dispute arising due to the provision of the contract shall be final and abiding by us and also, I/We undertake not to make any representation against the decision of the Department of Commerce.

Signature of the Tenderer

Name of the Tenderer:
Name & Full Address of the Firm:
Tel/Fax/Mobile No.:
Seal & Stamp of the Firm:
Dated:
Place:

[Signature]

Section Officer
Ministry of Commerce & Industry
Dept. of Commerce, Govt. of India
Udyog Bhawan, New Delhi