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No.\_\_\_\_\_ भारत सरकार

> GOVERNMENT OF INDIA इस्पात मंत्रालय MINISTRY OF STEEL उद्योग भवन

> > UDYOG BHAWAN

नई दिल्ली-110107 New Delhi-110107

Dated: 01 June, 2016

## **Notice Inviting Tender**

Subject: To invite Online Bid for FULL SERVICE MAINTENANCE AGREEMENT (FASMA) (including all spares and consumables) for Cannon/Sharp/Toshiba DIGITAL PHOTOCOPIER MACHINES".

Online Bids are hereby invited at Central Public Procurement (CPP) Portal (www.eprocure.gov.in) from reputed, experienced and financially sound companies/firms/agencies for award of FULL SERVICE MAINTENANCE AGREEMENT (FASMA) (including all spares and consumables) for 30 Nos of Cannon/Sharp/Toshiba DIGITAL PHOTOCOPIER MACHINES" installed in the Ministry of Steel for the period of two year from the date of awarding the Contract.

- 2. The bid will be accepted as e-Tender (in two bids system-Technical Bid and Financial Bid) only and intending bidders must be registered with the Central Public Procurement (CPP) Portal.
- 3. The tender document contains the following enclosures:

Annexure-I

Terms and Conditions

Annexure-II

Proforma for Technical Bid Submission

Annexure-III

List of Items (Proforma for Financial Bid Submission)

Annexure-IV - Details of Bank Account

4. Important Dates for the invitation of aforesaid Online Bid:

1	Publish Date of Bid	- 03.06.2016	09:00 AM
~	Bid/Document Downloading Start Date	- 03.06.2016	09:30 AM
1	Bid Submission Start Date	- 04.06.2016	09.00 AM
1	Bid/Document Downloading End Date	- 27.06.2016	03.00 PM
~	Bid Submission End Date	- 27.06.2016	03.00 PM
1	Bid Opening Date	- 27.06.2016	03.30 PM

- The Bid should invariably be accompanied by a Demand Draft of Rs. 5,000/- (Rs Five Thousand only) in favour of 'Pay and Accounts Officer, Ministry of Steel' payable at New Delhi as Earnest Money Deposit (EMD). The bid received without the requisite EMD will not be entertained. The scanned copy of the Earnest Money Deposit (EMD) along with all requisite documents must be uploaded with the bid and original Earnest Money Deposit (EMD)should be dropped in a sealed cover superscripted with 'FULL SERVICE MAINTENANCE AGREEMENT (FASMA) (including all spares and consumables) for Cannon/Sharp/Toshiba DIGITAL PHOTOCOPIER MACHINES" installed in the Ministry of Steel' in the Tender Box fixed outside Room No. 64, Ministry of Steel, Udyog Bhavan ,New Delhi on or before 27 June, 2016 by 03.00 P.M.
- 6. Tender may also be downloaded from the website of the Ministry of Steel (www.steel.nic.in).
- 7. In case, any holiday is declared by the Government of India on the day of Bid Opening Date, the bid will be opened on the next working day at the same time.
- The Ministry reserves the right to reject or select any bid without assigning reasons thereof.

(K. Murali)

Under Secretary to the Govt. of India

**23061243** 

Copy with request to upload it on the website of the Ministry of Steel to: NIC, Ministry of Steel

#### TERMS AND CONDITIONS

- 1. The contract will be valid for a period of 24 months w.e.f. award of the contract. However, the contract may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in service after giving one week notice to the selected firm.
- 2. The firms are required to upload copies of the following documents along with the *Technical Bid* (information furnished by the firm for evaluation of technical bids) in pdf format, failing which their Bids shall be summarily/uprightly rejected and will not be further considered:
  - (a) Scanned copy of Annexure-II (information furnished by the firm for evaluation of technical bids)
  - (b) Scanned copy of Earnest Money Deposit (EMD)
  - (c) Scanned copy of PAN Card
  - (d) Scanned copy of VAT/TIN//Sale Tax registration certificate
  - (e) Scanned copy of work experience certificate
  - (f) Scanned copy Annexure-IV (details of bank account of firm)
  - (g) Scanned copy of cheque from account furnished in Annexure-IV
  - (h) Scanned copy of financial statement of account of firm like Balance Sheet, Profit & Loss Accounts etc.
- 3. The bidding firm should not have been black listed by any Government Ministries/Departments nor any criminal case registered/pending against the firm or its owner/partner anywhere in India.
- 4. The firm should have a minimum 3 years experience in the operational area. List of present contracts held in three Government Departments may also be uploaded with the quotation
- 5. **Conditional bids** shall not be accepted. The contract will arise only when the bid is accepted by the competent authority and the said acceptance is communicated to the tenderer.
- 6. Overwriting or correction in any of the tender document is not permissible.
- 7. It will be the responsibility of the firm to ensure supply of genuine OEM spares parts (including all spares and consumables) of the photocopier machines and to keep the machines in working order all the times.
- 8. The number of photocopier machines may vary from time to time during the currency of the contract due to addition of new machines after warranty period or due to scrapping of old machines. As such, contract price may depend upon number of machines under FASMA.
- 9. Bidders may inspect the photocopier machines before bidding or quoting rates on any working days between 04.00 PM to 05.00 PM from 04.06.2016 to 27.06.2016. Bidders shall quote single common rate for all the machines.
- 10. The selected bidder will undertake service/repair of the photocopier machines in the presence of the user at the location of photocopier machines and provide a copy of call/service report to the user after getting his signature over it indicating the details of spare parts replaced and service provided by the engineer.

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- 11. The bidders should have at least one landline telephone connection and one mobile to lodge the complaint. The details of the same may be furnished in the bid (Annexure-II).
- 12. The bidder(s) shall be chosen on the basis of lowest bid price.
- 13. Bidder shall sign all pages of quotations, documents with seal/stamp of the firm etc. forwarded with the quotation.
- 14. Payment: The firm will prepare separate log books for each of the machines to be taken under the FASMA. Preventive maintenance with special cleaning of the Photocopier machine from outside and inside with liquid cleaner will be carried out on quarterly basis. The payment will be made on quarterly basis after execution of jobs satisfactorily on production of Pre-receipted typed bills along with copy of all job cards and satisfactory performance reports from the users preferably signed by Gazetted officer.
- 15. The selected Service Provider(s) will be required to maintain job card for each product under FASMA (including all spares and consumables) showing all complaints lodged, action taken, parts replaced, time taken in rectification, etc. which shall be duly signed by the Engineer and users preferably by Gazetted officer.
- 16. Preventive maintenance:- The Service Providers will attend preventive maintenance at least once in a quarter of all machines. The corrective maintenance would be attended to promptly.
- 17. The rate quoted should clearly specify whether Sales Tax, Service Tax and VAT are applicable and, if so, at what rate. In case, this information is not indicated in the bid, it would be presumed that the rates quoted are inclusive of all type of taxes. The rates are to be quoted in the format given in Annexure-III.

#### **Penalty Clause**

- 18. The selected Service Provider(s) shall be responsible for the trouble free working of the machines and their upkeep for which no extra/additional charges shall be paid. The complaint shall be attended within four working hours. A penalty of Rs.200/- per day in case of down time of machine is more than 12 working hours shall be deducted from the bills of the contractor. In case of any damage to any system/machine during the maintenance by the contractor, the contractor will be fully responsible for the same and will require to pay full damages to the Ministry. In case, the contractor fails to maintain any machine within 15 days due to any reason whatsoever, it would be sufficient to conclude that the services of the contractor are not satisfactory and contract may be terminated forfeiting the Performance Security.
- 19. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously down. In that situation it will be construed that the services of the contractor are unsatisfactory and the contract may be terminated leading to forfeiture of performance security.
- 20. The FASMA charges for the services provided under the contract by the tenderer shall in no event exceed the lowest price at which the tenderer provides the services of identical description to any person/organizations including the Ministry or any Ministry/Department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the Contract. If any time during the said period, the tenderer reduces the service charges to any person/organization including the Ministry or any Ministry/department of the Central or State Govt., or any statutory undertaking of the Central or State Govt., as the case may be, at a price lower than the price chargeable under the contract, the tenderer shall forthwith notify and pass on such reduction to the department and the price payable under the contract for the service provided after the date of coming into force of such reduction shall stand correspondingly reduced.

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21. The Ministry reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.

#### **Arbitration Clause**

- 22. Arbitration: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Ministry will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment there of including the rules framed there under.
- 23. Pending the submission of and/or a dispute difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.
- 24. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.
- 25. For instructions for submission of e-Tender (in two bid system Technical Bid and Financial Bid please visit <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

### **Financial Conditions**

- 1. Average Annual Turn Over of bidder firm during last three year, ending 31<sup>st</sup> March of the previous financial year should be at least Rs.6 lakh per annum. Documentary evidence to this effect i.e. copy of financial statement of accounts of firm like Balance Sheet, Profit & Loss Accounts etc. should be submitted along with the other requisite documents.
- 2. Earnest Money Deposit (EMD) of Rs 5000/- (Rs Five Thousand only) in favour of 'Pay and Accounts Officer, Ministry of Steel' payable at New Delhi is to be dropped in a sealed cover superscripted with "FULL SERVICE MAINTENANCE AGREEMENT (FASMA) (including all spares and consumables) for Cannon/Sharp/Toshiba DIGITAL PHOTOCOPIER MACHINES" in the Tender Box fixed outside Room No. 64, Ministry of Steel, Udyog Bhavan ,New Delhi on or before 27 June, 2016 by 03.00 P.M.
- 3. Earnest Money Deposit (EMD) of unsuccessful bidder will be returned on finalization of the Maintenance Contract. No interest will be paid on EMD amount.
- 4. Earnest Money Deposit (EMD) of successful bidder will be returned after submission of the performance security. Successful bidder shall submit the performance security of Rs. 10,000/- (Rs. Ten Thousand only) by way of Fixed Deposit (FD) which will be refunded on satisfactory completion of the contract. No interest will be paid on performance security deposit.

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5. No exemption will be given to any firm with regard to Earnest Money Deposit (EMD). However, The firms who are exempted from submission of Earnest Money Deposit (EMD) shall be dealt as per General Financial Rules, 2005 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant certificates/documents regarding such exemption should be submitted alongwith the bid.

Yours faithfully,

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(K Murali)

Under Secretary (GA) T.No.O11-23061243

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### INFORMATION FURNISHED BY THE FIRM FOR EVALUATION FO TECHNICAL BIDS

SI.NO.	Particulars	To be filled b	y the Bidder
1.	(a) Name of the Firm		
	(b)Address of the Firm		
	(c) Name of the Proprietor		
	(d) Telephone No.		
	(e) Mobile No.		
	(f)Email Address		
2	PAN Number (copy to be enclosed)		
3	TIN Number (copy to the enclosed)		
4	Service Tax Registration Number (copy to be		
	enclosed)		
5	List of at least three Govt.		
	Ministries/Departments with which the firm has		
	contract in this field of maintenance of		
	photocopier (copy to be enclosed)		
6	Annual Turnover (In Rs.)	Year	Annual Turn
	(copy of financial statement of account like		Over (in Rs.)
	balance sheet, profit and loss account etc. to be	2012-13	
	enclosed)	2013-14	
		2014-15	
	(Average Annual Turn Over during last three		
	financial years should be at least of Rs. 6 lakh Per		
	annum.		
7	Details of EMD		
	(i)Amount		
	(ii) DD No		
	(iii)Date		
	(iv) Issuing Bank		
8	Whether terms and conditions of the tender is		
	acceptable?		

It is certified that the above information are true and correct to the best of my knowledge and belief. It is also certified that the firm is not black listed by any Government Ministries/Departments nor any criminal case is registered/pending against the firm or its owner/partner anywhere in India.

Further it is certified that I/we have read and understood the terms and conditions of the Notice Inviting Tender NO. 21014/2/2016-Ad (G) dated 01 June, 2016 and will abide by them till the completion of the contract period.

Date: Name;
Place: Designation
Seal

Note: Any bid received without all the details or without the certificate signed or without the seal of the firm will be treated as incomplete and unresponsive bid and therefore will be summarily/uprightly rejected and financial bid will not be opened.

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# List of Photocopier Machines

Sl. No.	Description of Machine
01	Cannon 3530L
02	Cannon 2525
03	Cannon 2420
04	Cannon 2320L
05	Cannon 4245
06	Cannon 2525
07	Cannon 2320L
08	Cannon 2320L
09	Cannon IR3225
10	Cannon 4225
11	Cannon 2320L
12	Cannon 4045
13	Cannon 4025
14	Cannon 2320L
15	Cannon 4245
16	Cannon 2320L
17	Cannon 3530L
18	Cannon 4225
19	Cannon 2320L
20	Cannon 2320L
21	Cannon 4045
22	Cannon 2320L
23	Cannon 4245
24	Cannon 2318L
25	Sharp 205
26	Sharp 205
27	Sharp 420U
28	Sharp 5127
29	Toshiba 167
30	Toshiba 167
	Total

(d) (d)

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# Financial Bid Form

Sl. No.	Description of Machine	No. of Machines to be covered under AMC	Rate per page (In Rs. or Paise)	Details of VAT/ Service Tax
01	Cannon 3530L			
02	Cannon 2525		· .	
03	Cannon 2420			
04	Cannon 2320L		*	
05	Cannon 4245	24		
06	Cannon 2525			
07	Cannon 2320L			
08	Cannon 2320L			0
09	Cannon IR3225			
10	Cannon 4225			
11	Cannon 2320L			
12	Cannon 4045			=
13	Cannon 4025			
14	Cannon 2320L			
15	Cannon 4245			
16	Cannon 2320L			
17	Cannon 3530L			
18	Cannon 4225			
19	Cannon 2320L			
20	Cannon 2320L			
21	Cannon 4045			
22	Cannon 2320L			
23	Cannon 4245			
24	Cannon 2318L			
25	Sharp 205			
26	Sharp 205			
27	Sharp 420U	4		
28	Sharp 5127		8	
29	Toshiba 167	2		
30	Toshiba 167			
	Total	30		

<sup>\*</sup>One common price for all the machines be quoted.



### DETAILS OF BANK ACCOUNT

(Real time Gross Settlement(RTGS)National Electronic Fund Transfer (NEFT) facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name of Account Holder	
2.	Address of Account Holder	
3.	Name of the Bank	
4.	Name and Address of the Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institute responsible.

Date:	Name:
Place:	Designation
	Seal

Note Please attach a photocopy of the cheque.

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