



F. No. D-21014/04/2018-Ad (G)

No.

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN
नई दिल्ली-110107
New Delhi-110107

Dated: 10th July, 2018

Notice Inviting Tender

Subject: To invite Online Bid for FULL SERVICE MAINTENANCE AGREEMENT (FSMA) (including all spares and consumables) for Cannon/Sharp/Toshiba/Kyocera/Xerox etc PHOTOCOPIER MACHINES installed in Ministry of Steel.

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 (FSMA) (including all spares and consumables) for around 30 Nos. of Cannon/Sharp/Toshiba/Kyocera/Xerox etc 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:

✓ Publish Date of Bid	- 11.07.2018 03:00 PM
✓ Bid/Document Downloading Start Date	- 11.07.2018 03:30 PM
✓ Bid Submission Start Date	- 12.07.2018 09:00 AM
✓ Bid/Document Downloading End Date	- 28.07.2018 03:00 PM
✓ Bid Submission End Date	- 28.07.2018 03:00 PM
✓ Bid Opening Date	- 30.07.2018 03:30 PM

5. **The Bid should invariably be accompanied by a Demand Draft of Rs. 10,000/- (Rs Ten 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 (FSMA) (including all spares and consumables) for Cannon/Sharp/Toshiba /Kyocera/Xerox etc. DIGITAL PHOTOCOPIER MACHINES" installed in the Ministry of Steel' in the Tender Box fixed outside Room No. 64, Ministry of Steel, Udyog Bhawan ,New Delhi on or before 27th July, 2018 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.



(C.A. Joseph)

Under Secretary to the Govt. of India

सो. नं. 23061243
C.A. JOSEPH

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

हिन्दी का प्रयोग उपेक्षित नहीं है, पत्र का उत्तर शीघ्र दिया जाएगा।

Under Secretary
इस्पात मंत्रालय/Ministry of Steel
भारत सरकार/Govt. of India
उद्योग भवन, नई दिल्ली-110011
Udyog Bhawan, New Delhi-110011

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 GST 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. for the last 2 years.
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 the two 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 FSMA.
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 12.07.2018 to 27.07.2018. 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.

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 FSMA. 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 FSMA (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 GST 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 FSMA 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.



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

22. Bids submitted by Micro and Small enterprises (MSEs) will be examined and processed in purview of Public Procurement Policy for MSEs Order, 2012. As per Department of Expenditure, Ministry of Finance's O.M. No. F.5/4/2018-PPD dated 28.02.2018, the MSE bidders on CPPP are requested to declare their UAM number to avail the benefits available to MSEs as contained in aforesaid order.

Arbitration Clause

23. 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.

24. 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.

25. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

26. For instructions for submission of e-Tender (in two bid system - Technical Bid and Financial Bid please visit <https://eprocure.gov.in/eprocure/app>

Financial Conditions

1. Average Annual Turn Over of bidder firm during last two year, ending 31st 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 10000/- (Rs Ten 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 (FSMA) (including all spares and consumables) for Cannon/Sharp/Toshiba/Kyocera/Xerox DIGITAL PHOTOCOPIER MACHINES" in the Tender Box fixed outside Room No. 64, Ministry of Steel, Udyog Bhavan, New Delhi on or before 30th July, 2018 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.25,000/- (Rs. Twenty Five 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.

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,



(C.A. Joseph)

Under Secretary (GA)

T.No.O11-23061243

सी. ए. जोसेफ
C. A. JOSEPH
अवर सचिव/Under Secretary
इस्पात मंत्रालय/Ministry of Steel
भारत सरकार/Govt. of India
उद्योग भवन, नई दिल्ली-110011
Udyog Bhawan, New Delhi-110011

INFORMATION FURNISHED BY THE FIRM FOR EVALUATION FO TECHNICAL BIDS

Sl.NO.	Particulars	To be filled by 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	GST Number (copy to the enclosed)		
4	UAM Number (for MSE bidder)		
5	Complete details at least two 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.) (copy of financial statement of account like balance sheet, profit and loss account etc. preferably a certificate from auditor of your firm to be enclosed) (Average Annual Turn Over during last two financial years should be at least of Rs. 6 lakh Per annum.	Year	Annual Turn Over (in Rs.)
		2016-17	
		2017-18	
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.

Further it is certified that I/we have read and understood the terms and conditions of the Notice Inviting Tender NO. 21014/04/2018-Ad (G) dated 10th July, 2018 and will abide by them till the completion of the contract period. We are also willing to provide services of maintenance of photocopier machines on credit basis and we understand that settlement of bills may take some time.

(Signature of the authorized person)

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 will be summarily/uprightly rejected and financial bid will not be opened.



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 GST/ Service Tax
01	Canon IR 4245	30		
02	Canon IR 3530			
03	Canon IR 2525			
04	Canon IR 2320L			
05	Toshiba e-studio 165			
06	Canon IR 4245			
07	Sharp AR 205			
08	Canon IR 2022			
09	Canon IR 2320L			
10	Canon IR 2420L			
11	Kyocera TK 5501i			
12	Kyocera TK 5501i			
13	Canon IR 4245			
14	Canon IR 2320L			
15	Canon IR 2320L			
16	Canon IR 2320L			
17	Canon IR 4245			
18	Kyocera TK 5501i			
19	Canon IR 4245			
20	Canon IR 2320L			
21	Canon IR 4225			
22	Kyocera TK 5501i			
23	Canon IR 2320L			
24	Kyocera TK 5501i			
25	Canon IR 4245			
26	Canon IR 4245			
27	Kyocera TK 4501i			
28	Kyocera TK 4501i			
29	Xerox 5330			
30	Xerox 5330			
	Total	30		

*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 the 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.

Name:

Designation:

Seal:

Date:

Place:

Note please attach a photocopy of the cheque.