

Ministry of Earth Sciences Government of India General Administration Section

Tender No.: MoES/06/01/2018-Genl.

Dated: 30th May 2019

Subject: Tender for Comprehensive Annual Maintenance Contract for Photocopier machines (different make) for 2 years.

Online bids under Two-Bid System i.e. Technical Bid and Financial Bid are hereby invited on behalf of the President of India from reputed, experienced and financially sound Companies/Firms for award of Annual Maintenance Contract for the maintenance of photocopier machines installed the Ministry of Earth Sciences for a period of two (2) years.

- 2. The bid will be accepted as E-tender only.
- 3. The tender document contains the following:

Annexure-I	"Instructions for Online Bid Submission"
Annexure-II	Tender acceptance letter
Annexure-III	Number and Make of Photocopier to be taken under CAMC
Annexure-IV	Proforma for Technical Bid
Annexure-V	Proforma for Financial Bid
Annexure –VI	Performa towards Performance Security
Annexure – VII	Declaration
Annexure - VIII	Bid Securing Declaration Format

4. Important Dates for the activities of the Bidders:

- I.Last date and time for downloading tender document21st June 2019 at 15:00 hrs
- II.Last date and time for online submission of bid & submission
of EMD (in tender box at this Ministry)21
 - 21st June 2019 at 15:00 hrs

24th June 2019 at 15:30 hrs

- III. Date & time for opening of Technical Bid
- 5. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Naveen Shah

Director (General Admn.) Tel: 24669510



Ministry of Earth Sciences Government of India General Administration Section Prithvi Bhawan, New Delhi 110013

Open Tender No. MoES/06/01/2018-Genl.

TENDER DOCUMENT

Tender for Comprehensive Annual Maintenance Contract for Photocopier machine (different make) for 2 years.

Open Tender No. MoES/06/01/2018-Genl.

Document Control Sheet

- 1. Open Tender No.
- 2. Name of Organization
- 3. Last date and time for downloading

(in drop box at this Ministry)

MoES/06/01/2018-Genl.

MINISTRY OF EARTH SCIENCES

21st June 2019 (15:00 Hrs)

Tender document Ministry of Earth Sciences 4. Last Date and Time for online for submission of 21st June 2019 (15:00 Hrs) Bid & submission of EMD

- 5. Date and Time of Opening of Technical Bid
- 6. Address for communication

24th June 2019 (15:30 Hrs)

Director (General Admn.) MINISTRY OF EARTH SCIENCES PRITHVI BHAWAN New Delhi - 110003 Tel. No. 011- 24669510

Open Tender No. MoES/06/01/2018-Genl.

ANNEXURE-I

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app.</u>

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app.)</u> by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- **3**. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificated with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to other which may lead to misuse.
- 6. Bidder than logs on to the site through the secured long-in by entering their user ID/password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- **3**. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- **3.** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
- the tender documents.Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the IMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in their tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized

persons until the time of bid opening. The confidentially of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CCP Portal in general may be directed to the 24×7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.



Ministry of Earth Sciences Government of India

TENDER ACCEPTANCE LETTER

Date:

To, Director (General Administration) Ministry of Earth Sciences Prithvi Bhawan Lodhi Road, New Delhi-110003

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No. MoES/06/01/2018-Genl.

Name of Tender/Work: Tender for Comprehensive Annual Maintenance Contract for Photocopier machine (different make) for 2 years.

Dear Sir,

- 1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely <u>www.moes.gov.in</u> or central Public Procurement Portal of Govt. of India i.e eprocure.gov.in as per your advertisement, given in the above mentioned website(s).
- 2. I/We hereby certify that I/ we have read the entire terms and conditions of the tender documents from page No. 1 to 17 (including all documents like annexure(s). schedule(s) etc. which form part of the contract agreement and I/We shall abide by the terms /conditions/clauses contained therein.
- The corrigendum(s) issued from time to time by your department / organization on the website too has also been taken into consideration, while submitting this acceptance letter.
- 4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 5. In case any provisions of this tender are found violated then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

No. MoES/06/01/2018 – Genl. Government of India Ministry of Earth Sciences

Prithvi Bhavan, Lodi Road, New Delhi – 110003, Dated 30th May 2019

Comprehensive Annual Maintenance Contract

Subject: Tender for Comprehensive Annual Maintenance Contract (CAMC) for Photocopier machine (different make) for 2 years.

Sir,

Ministry of Earth Sciences invites Online Bids for award of Comprehensive Annual Maintenance Contract (CAMC) of different mode/make photocopier machines as per Annexure – A for a period of 2 years.

- 1. The rates may be quoted on the basis of meter reading (per page) for full comprehensive annual maintenance contract. Full comprehensive annual maintenance contract on regular basis include toners, all spare parts and consumables items required on repairing. If the services of the firm are found satisfactory, the AMC can further be extended as on the same rates and same terms and conditions.
- 2. The bid Security (EMD) of Rs.10,000/- in the form of a Demand Draft payable to DDO, Ministry of Earth Sciences, is required to be submitted. The said earnest money will not bear any interest. The earnest money of unsuccessful tenders would be returned without any interest after completion of tender process.

In place of bid Security (EMD), the firms can submit a declaration (as per Annexure VIII) that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids documents, they will be suspended for the period of 2 years from being eligible to submit bids for contract with this Ministry.

- 3. The repair/servicing work etc. would be carried out in the premises of the Ministry. Only such repair which cannot be undertaken in the office premises will be allowed to be done outside with the written permission of SO (GA)/US (GA) and for this propose no extra payment would be made. No transportation charges will be paid by the Ministry.
- 4. The Ministry of Earth Sciences also reserves the right to reduce or increases the number of photocopier machines offered for comprehensive Maintenance, and rates will be paid on pro rata basis for any much increase or decrease.
- 5. The firm will have to depute a qualified Engineer who should have knowledge of the repair work of different make photocopier machines on call basis. Such visits on call should be very prompt and the Engineer should visit this Ministry within 1-2 hours after a telephone call is made for repairing a fault. In case the call is made late in the afternoon, the Engineer should visit this Ministry early morning next working day.

Eligibility Criteria

i) The firm should have minimum 3 years experience of work with the Government / Public Sector undertaking or companies of reputes. Performance certificate from the existing Govt. or other Clients must be attached.

ii) The firm should have Average Annual Turnover of at least Rs. 5 lakhs during the last 3 years (Documentary evidence should be enclosed).

iii) The firm must be registered under the relevant Act/Rule and it should possess registration number from the Delhi, Sales Tax Department (Vat No.)/ Service Tax Department (Photocopies must be attached).

iv) The firm must have any of the three OEMs (namely Toshiba, Canon & Konika Minolta) products support capability i.e. to undertake A.M.C. of the photocopier brands and shall act as a single point of support contract for all the products.

v) The firm should provide only genuine parts of various brands of photocopier machines.

vi) The firm should be an authorized service provider of any of the three OEM Photocopiers viz. Toshiba, Canon & Konika Minolta and copy of the authorization (current dated/latest) in this regard should be submitted. **Tenders of non-authorized firms shall be rejected.**

Other Terms & Conditions,

- i) The Goods & Service Tax will be paid as per rules and as amended from time to time.
- ii) The earnest money of the successful tenderer shall be returned on submission of performance security equal to 5% of the contract value for two years in the shape of Fixed Deposit Receipt (FDR)/Bank Guarantee shall be provided by the firm. The performance security should be furnished within one week of awarding the contract with validity beyond 60 days of the expiry of the contract.
- iii) In the matter of any dispute between the parties regarding the terms and conditions of the contract and execution thereof, the matter shall be referred to Arbitrator(s) as may be decided by the Secretary (MoES)/JS(A) for Arbitration under the Arbitration & Conciliation Act, 1986. The firm or contractor shall not question the decision of arbitrator(s) on the ground that Arbitrator(s) is/are Government Servant(s).

The decision of Arbitrator(s) shall be final and binding on the parties.

- iv) Finally short listed vendor shall be required to enter into a written AMC agreement with MoES for honoring all tender conditions and adherence to all respects of fair trade practices for AMC awarded by MoES.
- v) The vendor should have a good reputation in field. The vendor should have a good presence in the jurisdiction of the Delhi and should provide support from their local offices by deputing resident engineers from 9.00 a.m. to 5.30 p.m. at the above designated customer site, whenever required. In case of emergency, the engineer may be required after office hours and on holidays also.
- vi) All the complaints / repairs should be rectified within -24 hours from the time of the complaint failing which a penalty of Rs. 500/- per working day will be deducted from the invoice limited to.

In case the complaint is not attended to even a lapse of 5 days, agreement may be cancelled and performance security may be forfeited.

- vii) The Comprehensive AMC billing shall be done on quarterly basis after completion of three months of service. No advance payments will be made in any case. The firm will strictly maintain separate logbooks for each of the machines to be taken under the AMC.
- viii) The firm shall maintain the equipment as per manufacture's guidelines and shall use standard components for replacements. Until and unless written order of Director (GA) is conveyed, the original specification/characteristics/ features shall not be changed.
- ix) All disputes are subject to the jurisdiction of Delhi Courts.

Director (General Admn.) Tel: 24669510

To:-

- 1. NIC Division of Ministry of Earth Sciences with the request to display the above tender notice on the website of this Ministry.
- 2. All Ministries / Department with the request to give due publicity for the above tender among the contractors working with them.
- 3. IT Division, MoES with the request to upload the tender notice in CPP Portal and website of the Ministry.

Ministry of Earth Sciences Government of India

ANNEXURE -- III

Sl. No.	Make/ Model of the Photocopier	Total Nos.
1.	TOSHIBA 2303A	03
2.	TOSHIBA E-352	01
3.	TOSHIBA E-161	01
4.	TOSHIBA E-3508	01
5.	TOSHIBA E-2820 Color	01
6.	TOSHIBA E-555	01
7.	CANON IR 2016	03
8.	TOSHIBA T-2507P	01
9.	KONIKA MINOLTA C284E	01
	Total	13

Number and Make of Photocopier to be taken under CAMC



सत्यमेव जयते Ministry of Earth Sciences Government of India

Proforma of Technical Bid

	To be filled up by the firm	Pg. No. of bid document
Name of the firm	-	
Address of the firm		
Whether the firm attached the EMD of Rs.10,000/- through a Demand Draft payable to DDO, Ministry of Earth Sciences.	Yes/ No	
If yes please state the number and date, Amount	No.	
and Name of the issuing Bank of the Demand	Date	
Draft.	Amount	
	Issuing date	
If No, Whether Declaration submitted		
Whether the firm has the man power to depute the qualified engineer who should have knowledge of the repair work of different make of photocopier machines on any day on call basis.	Yes/No	
Whether the firm has minimum three years experience of working with the Government/State	Yes/Nouna जयते	
Govt. Public sector undertaking for Comprehensive AMC of	ry of Earth Science	S
Photocopiers. Gov	ernment of India	
Whether the firm has enclosed the performance certificate from the existing Clients with the Tender.	Yes/ No	
Whether the firm has an Average Annual turnover	Yes/No.	
of more than Rs. 5 lakhs per annum during the last		
three years.		
Whether the documentary evidence in this regard		
has been attached with this Tender.		
Whether the firm is registered under relevant Act or	Yes / No	
Rules.		
Please give details.		

	To be filled up by the firm	Pg. No. of bid document
Please provide the details about registration for	Registration No.	
Service Tax, TAN No., GST No., and PAN No.	Service Tax No.	
	TAN No.	
	PAN No.	
	GST No.	
	(please attached photocopy of	
	the documents)	
Please provide copy of authorization (current		
dated) from any of the three OEMs viz. Toshiba,		
Canon & Konika Minolta.		

Signature of the Proprietor With Seal of the Company



सत्यमेव जयते

Ministry of Earth Sciences Government of India

ANNEXURE -V

Sl. No. (1)	Make/ Model of the Photocopier (2)	Total Nos. (3)	Rates per copy (4)	Total amount involved (col.4 x col.5) (5)
1.	TOSHIBA 2303A	03		
2.	TOSHIBA E-352	01		
3.	TOSHIBA E-161	01		
4.	TOSHIBA E-3508	01		
5.	TOSHIBA E-2820 Color	01		
6.	TOSHIBA E-555	01		
7.	CANON IR 2016	03		
8.	TOSHIBA T-2507P	01		
9.	KONIKA MINOLTA C284E	01		
	Taxes, if any			

Proforma for Financial Bid



Signature of the Proprietor With Seal of the Company

Note 1: Selection Procedure-

The firm /Agency which quotes the overall lowest rate will be awarded the tender. In case two or more firms quote the same amount, the firm which has more experience shall be the awarded the contract. The decision of the tender Committee shall be final in this regard.

Government of India

Note 2:

Taxes/ Service Tax etc. may be quoted separately.

ANNEXURE VI

Performa towards Performance Security

Ref. No. ----- Dated------ Dated------

То

Dear Sir,

1. In consideration of------ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No.....

Dated------(hereinafter called `the Contract' which expression shall include all the amendments thereto) with M/s------having its registered/head office at------having its repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and......having agreed that the Contractor shall furnish to.....a performance guarantee for Indian Rupeesfor the faithful performance of the entire contract.

bank).....registered under 2. We of the the (name laws of......having head/registered office at.....(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (In figures) month's charges quoted in Annex.3) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by.....on the Bank by saving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute (s) pending before any Court, Tribunal, Arbitrator or any other authority and /or

any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be

Irrevocable and shall continue to be enforceable until it is discharged by.....in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

- 3. The Bank also agrees that.....at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that REC may have in relation to the Contractor's liabilities.
- 4. The Bank further agrees that.....shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractors(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues ofunder or by virtue of this contract have been fully paid and its claim satisfied or discharged or till.....discharges this guarantee in writing, whichever is earlier.
- 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of

.....or that of the Contractor.

- 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee.

If no such claim has been received by us by the said date, the rights of.....under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of.....under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this......day of 20 at.....

WITNESS NO. 1

Ministry of Earth Sciences

Government of India

(Signature) Full name and official Address(in legible letters) (Signature) Full name, designation and address (in legible letters) With Bank stamp

Attorney as per Power of Attorney No..... Dated.....

WITNESS NO.2

.....

(Signature) Full name and official Address(in legible letters)

Declaration

Declaration Letter on Official Letter head stating the following:

- i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of Services as required under this tender.
- ii) We are not black-listed by any Central/State Government/ Public Sector Undertaking in India.

(Signature of the Authorized Person) With Name, Date & Designation and Seal



सत्यमव जयते Ministry of Earth Sciences Government of India

Bid Securing Declaration Format

To,

The Director, Ministry of Earth Sciences Prithvi Bhawan, Lodhi Road New Delhi - 110003

Subject: Bid Securing Declaration Format towards Tender Enquiry No.....

Dear Sir,

On behalf of, we hereby submit a bid securing declaration accepting that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, we can be suspended for a period of two years from being eligible to submit Bids for contracts with this Ministry.



You're sincerely,

सत्यमेव जयते For M/s _____

Ministry of Earth Sciences Government of India

Signature

Company seal

Name:	
Designation:	
Date:	