India Trade Promotion Organization
Store Division
Prantik Building, Near Gate No.1,
Pragati Maidan,
New Delhi – 110001
Telephone No. 011-23378645/23371783
Fax No. 23371492

Notice Inviting Tender (NIT)

T e n d e r N o.: 252-ITPO (14)/ST/2016

TENDER DOCUMENT

for

"To hire Heavy-Duty Photocopy Digital Machine on rent basis within ITPO Office Premises"

India Trade Promotion Organization
(Store Division)
Prantik Building, Near Gate No.1,
Pragati Maidan,
New Delhi – 110001
Telephone No. 011-23378645, FAX No. 23371492

Notice Inviting Tender (NIT)

No. 252-ITPO (14)/ST/2016 Dated: 01.02.2016

Sub: To hire Heavy-Duty Photocopy Digital Machine on rent basis within ITPO Office Premises"-reg.

India Trade Promotion Organization (ITPO), a Govt. of India Enterprises, invites sealed quotations in two bid systems under integration manner (limited tender enquiry method) from reputed financial by sound registered agencies/firms within the National Capital Territory of Delhi (except those who have been specially blacklisted by the Ministries/Departments for non-performance) having experience and expertise in the field of providing Digital Heavy Duty Photocopy Machines on rental basis, as detailed in Annexure-I, (Technical Bid), Annexure-II (Schedule of work and Quote your rate) in this office for the purpose of award of rate contract, for a period of one year initially and may be extendable further by another one year on review of the actual satisfactory performance of the firm nominated on the basis of requirement and administrative convenience of ITPO

Document Control Sheet

1. Tender Enquiry No. 252-ITPO (14)/ST/2016
2. Name of Organization: INDIA TRADE PROMOTION ORGANISATION
3. Last Date and time for submission of Bid: 16/02/2016 and 3.00 p.m.
4. Date & Time of opening of Technical Bid: 16/02/2016 and 3.30 p.m.
5. Name of Division: Store Division
6. Address for Communication :
   Manager (Store),
   INDIA TRADE PROMOTION ORGANISATION
   Store Division, Prantik Building,
   Near Gate No. - 1, Pragati Maidan,
   New Delhi-110001
7. Cost of tender application: Rs. 200 +5% tax=Rs.210 /- (Rupees two hundred ten only)
8. Earnest Money Deposit (E.M.D.) : Rs. 10,000 /- (Rupees Ten thousand only)
9. Performance Deposit Security: Rs. 20, 000 /-(Rupees twenty thousand only)

10. For further details and getting the copy of tender documents, kindly visit the tender section of Corporate Website **i.e. http//www.indiatradefair.com.**
11. Bidders are advised to regularly visit ITPO website as any Amendment/Correction in the Tender will be displayed in the website, i.e. **www.indiatradefair.com.**
12. Clarification, if any, may be obtained from Store Division, Prantik Building, ITPO, Pragati Maidan, New Delhi-110001 on any working day during office hours or may be contacted on Tel. No. 011-23374586/23371783.
13. Tenderers/Bidders are advised to read the tender document carefully and thoroughly before submitting Bid Application, in order to avoid any further disputes, and should subsequently satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
14. If the last day happens to be Holiday, the next day will be the last date for submission.
15. The technical bids will be opened on the same day at 3.30 p.m. on 16/02/2016
16. The result of Technical Bids qualified will be intimated through Phone/Email.
17. The date of opening of Financial Bid shall be intimated through Phone/Email to the bidders whose offers have technically qualified.
18. The enquiry forwarded should be submitted in a sealed big envelope super scribed with "**Quotation against Tender No. – 252-ITPO (14)/ST/2016 dated 01/02/2016 for hiring Heavy-Duty Photocopy Digital Machine on rental basis within ITPO Office Premises**" containing Technical Bid and Financial Bid separately.
19. The **Technical Bid (Annexure-I)** with cost of tender application of Rs. 210 /- plus E.M.D of Rs.10, 000 (Rupees Ten Thousand) along with other supporting documents in 1st envelope super scribing **"Technical Bid"** and **The Financial Bid (Annexure-II)** in 2nd envelope super-scribing " Financial Bid". Both the envelopes must be put in 3rd big Envelope and fixed firm seal.
20. The selection of the bidder will be based as per the following Terms and Conditions.

    Technical Bid: The technical bid will be opened at 3.30 p.m. on 16/02/2016.

    Financial Bid: The financial bid will be opened only those bidders who will qualify the technical bid. The charge per rolled photocopy + Taxes/VAT is as per Annexure-II.

Date: 01/02/2016

Place: New Delhi **MANAGER (STORE)**

I) Scope of the work:

- ✓ The contractor will supply the required Photocopier of any make like Sharp, Canon, Samsung, Xerox, HP, Kyocera and Toshiba etc.
- ✓ The copier should be digital with network facility.
- ✓ Zoom Facilities: 50-200% zoom
- ✓ Minimum Speed should be 25-30 copies per minute.
- ✓ Memory (Minimum) : 64 mb
- ✓ It should be multi bye pass unit.
- ✓ Paper loading capacity:250 sheets
- ✓ Paper size up to A-3 with adjustable tray or selectable trays
- ✓ ADF/DADF facility should be available.
- ✓ Duplex printing (Automatic two-sided back)
- ✓ Printing resolution : 600 *600 dpi or above
- ✓ Copy resolution : 600 * 600 dpi or above
- ✓ Scan speed facility: Minimum 45 imp
- ✓ The machines should not be more than three years old.
- ✓ ITPO is intending to hire the photocopier machines as follows

a) One machine- At Annex Building
b) One machine- At Main Building

II) Minimum Eligibility Criteria:

i) The tenderer should have the experience of providing similar works at least three years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities/Semi Government Bodies/Reputed Big Private MNCs. Supporting Documents i.e. Experience Certificate(s) along with copy of work orders issued by the Department/Organization to this effect shall be attached with bid application.

ii) Bidder should note that any satisfactory Performance Certificate, if any, issued by any of government department or big private MNC shall be enclosed herewith.

iii) **Registration**: The tenderer firm/agency/company should be registered with Income tax authorities, sales tax authorities or Delhi Value Added Authorities and service tax department, for which the valid registration certificates, such as Permanent Account Number (PAN), Service Tax Registration Number; TIN, or D-VAT Certificate, and Registration No. of the Agency/Firm or Trade License; in support shall be submitted along with bid application.

iv) **Clearance:** The bidder should also submit a clearance certificate, if any, issued by the sales/service tax department of the past one year.

v) The bidder should enclose audited profit-loss accounts and balance sheets plus the ITR for the last three years along with bid application.

vi) The tenderer should submit an undertaking, as per prescribed Performa **Annexure-III**, along with the bid application to the effect that her or his firm has not been blacklisted by any of the

Departments/Organizations of the Government of India/any state Government and no criminal case is pending against the said firm on the date of submission of this bid. If it is found at any time during contract period the firm is blacklisted, and then the said firm is debarred from participation in any future tender process, the contract will immediately be cancelled and performance security deposit will be forfeited.

vii) The tenderer should submit a non-acceptance undertaking, as per prescribed Performa **Annexure-IV** with the bid application to the effect that terms and conditions of the Tender are duly accepted / signed with the stamp of the prospective bidder.

Other Credentials:

viii) Tenders should be signed by a person who is legally competent to do so. Person signing the tender form or any other document forming part of the Contract on behalf of the other shall be deemed to warrant that he had the authority to bind such other persons and if, on any enquiry, it transpires that the person signing the documents had no authority to do so, the competent authority may, without prejudice to other civil and criminal remedies, cancel the Contract, forfeit the earnest money/ security deposit and hold the signatory liable for such costs and damages as considered necessary.

(ix) The quantity of work / requirement being tendered, mentioned in the bidding documents is provisional and the same may vary as per the assessment of the competent authority of ITPO.

III) Instructions to the bidder:

a) Preparation and Submission of the Bid:

ANNEXURE-I (TECHNICAL BID) AND ANNEXURE-II (FINANCIAL BID):

Separate duly filled Bids should be prepared in accordance with the prescribed format Annexure-I (Technical Bid i.e. Details of the Agency) and Annexure-II (Financial Bid) of the tender document and be submitted in this office.

b) The bidders should **note** that the quotation(s), duly super- scribed "**Quotation against Tender No. – 252-ITPO (14)/ST/2016 dated 01/02/2016 for hiring Heavy-Duty Photocopy Digital Machine on rental basis within ITPO Office Premises**", will be dropped/deposited by yourself/your representative in tender box , kept in **Store Division, Prantik Building , Near Gate No. -01, Pragati Maidan, ITPO, New Delhi-01**, **by 3. pm on or before 16/02/2016 and Technical bid will be opened at 3.30 pm** on the same day in the presence of interested bidders or their authorized representatives. The bidder is at liberty either to be present himself or authorizes not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring **with him a letter of authority from the bidder and proof of identification**.

c) Quotations received after stipulated date/time shall under no circumstances be entertained.

d) SUBMSSION OF EMD and Cost of Tender Application:

The Earnest Money Deposit (EMD) of Rs. 10, 000 /- (Rupees ten thousand only) and cost of tender Application of Rs. 200 /- in the form of account Payee Demand Draft of any scheduled commercial bank must be deposited by bidders along with dully filled-up bid documents (Technical Bid). The Demand Drafts shall be made in favour of "India Trade Promotion Organization, payable at New Delhi. The EMD should be valid for a period of forty-five days beyond the final bid validity. Earnest Money Deposit in any other form will not be accepted.

e) The date of the demand draft will be after the publication of this tender, but on or before the last date of submission of tender.

f) The cost of tender Application is non-refundable.

g) RETURN OF EMDs:

Bid Securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract.

h) EMD shall be refunded to the successful bidder on receipt of the performance guarantee as decided.

i) No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by this Office in respect of any previous work shall be entertained.

j) The bidders are permitted to tender on the explicit understanding that they shall not be entitled to resale from their offer or modify the terms and conditions given herein or back out the quoted rate within the bid validity period, once the same have been received by this office. If tender is withdrawn/ amended or impaired or any further conditions are imposed by the bidder within the bid validity period, the earnest money deposited shall be forfeited without prejudice to any other right or remedies by this office for such breach on the part of the bidder.

k) The bids without Earnest Money and cost of tender application shall be summarily rejected.

l) No claim shall lie against the ITPO in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

m) FORFIETURE OF EMD:-

If the successful bidder/agency fails to furnish the above performance guarantee and also fails to execute the Agreement, then EMD (Earnest Money Deposit) will be forfeited.

n) PERFORMANCE GUARANTEE:

The successful bidder shall have to furnish a Performance Guarantee or Performance Security Deposit of Rs .20, 000 /- in the form of account payee demand draft in favour of the India Trade Promotion Organisation, payable at New Delhi within ten days after placing award of work. This receipt is only for successful performance during the period of contract. The performance guarantee will be returned after successful completion of the contract period and after adjusting dues, if any. Also No further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee.

In case of any additional work, the Agency will furnish an additional performance guarantee for a sum of 5% of the cost of such additional work.

o) FORFIETURE OF PERFORMACE SECURITY DEPOSIT:

In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the Performance Security without any objection from the Agency in any manner. The Performance Security shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement or accept the contract within the stipulated period.

p) OPENING OF PRE QUALIFICATION BID/TECHNICAL BID

The Pre-Qualification Bid / Technical Bid will be opened in the presence of the Evaluation Committee Members duly constituted by the Competent Authority of ITPO as per schedule mentioned in the Tender Document in the presence of the Bidders or their authorized representatives, if any.

q) How to quote Rate :

The bidders should quote the most competitive rates per unit basis in Indian Rupees for all the activities/items mentioned in financial bid (Annexure-II). The bidder not quoting the rates for all the activities shall not be eligible and therefore will be rejected. The bidder submitting the financial bid in any form other than Financial Bid shall not be considered and therefore rejected. This rates quoted should be valid minimum four months from the date of opening of tender.

r) **Inspection**:- The work shall also, in any case be liable to inspection by the competent authority of ITPO after execution and any item(s) not found as per specification / quality shall be rejected and the Contractor shall have to re-execute the same at their own cost and risk and shall be liable for such rejections otherwise.

s) Signing of Tender: Individual signing the bids or other documents connected with Contract must specify whether he signs as:-

(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case must have authority to execute Contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or Principal Officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.:-

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the bids and all other related documents must be signed by all partners of the firm.

(3) A person signing the bidding form or any documents forming part of the bids on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do

so, ITPO may, without prejudice to its rights whatsoever cancel the Contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The bidder must sign and affix his/his firm's stamp at each page of the bids and all it's annexure as the acceptance of the offer by the bidder shall be deemed as a Contract and no separate formal Contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT. (This sub clause will not be applicable in cases where signing of a separate agreement is considered by ITPO for necessary action.

IV) General Terms and Conditions:

a) ITPO shall be requiring the services of registered agencies/firms for the work of hiring two heavy duty photocopy machines in the office premises of ITPO, Pragati Maidan, on hire/Actual billing basis.

b) **Parties:** The parties to the Bid shall be the Bidders/Contractors, both wards being used interchangeably, (to whom the work has been awarded) and the office of ITPO :

c) **Addresses:** For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to ITPO. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

d) Tender shall be permitted in official tender form only. If submitted in any other form, the same shall be summarily rejected. No tenderer shall be issued more than one tender form.

e) No paper shall be detached from the tender. This tender is non transferable.

f) The tenderer should have capacity of providing 02 Heavy Duty Photo Copy Digital Machines within one week from the date of award of work.

g) If necessity occurs to take additional service from the appointed contractor in the sense of increasing the Heavy Duty Photo Copy Digital Machines in conformity with the upcoming fairs/events or other activities are more in demand, ITPO will reserve the right to fix the rate (per machine per day and per rolled copy) through the standard set of procedures.

h) In case L-1 is more than one, then the Technical Qualification of the tenderer will be the criteria and the decision of ITPO will be final and binding.

i) Conditional Bids/Vague offers like "Duties as applicable" shall not be considered.

j) **RELAXATION OF TERMS AND CONDITIONS**

ITPO is empowered to relax/amend/withdraw any term or condition mentioned herein.

k) **REJECTION OF BIDS –**

The ITPO reserves the right to accept or reject any bid or all the bids either fully or partly without assigning any reasons OR ANNAL/SCRAP the bidding process and reject all bids, at any time prior to the award of contract without assigning any reasons therefor.

l) **Right of Acceptance**:

ITPO reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids since due weightage shall be given to several factors (as shall be decided by ITPO) besides the commercial bid. The decision of the Competent Authority of ITPO in this regard shall be final and binding subject to the following conditions as under:

a. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render prejudice to the bidder‘s bids liable for rejection.

b. The Competent Authority of ITPO reserves the right to award any or part or full Contract to any successful agency at its discretion and this will be binding on the bidders.

c. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the Contract, the Competent Authority of ITPO reserves the right to award the Contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial Contract and this will be binding on the bidders.

d. An unconditional acceptance to the terms and conditions of the bidding document should be furnished by the Bidders. The Bidders shall ensure that they should not impose their own conditions in the bidding document which shall be discouraged by this office and such bids are liable to be declared as INVALID and hence be REJECTED. No claims of the Bidders in this regard shall be entertained whatsoever by the competent authority of ITPO.

o) PERIOD OF CONRACT:

The Contract, if awarded, will be initially for a period of one year from the date of award which is further extendable up to another one year solely at the discretion of the authority of ITPO subject to continuous satisfactory performance of the Contractor. However, in case of failure or breach of any/ all terms and conditions of the Contract by the Contractor, ITPO shall have the right to terminate the Contract forthwith in addition to forfeiting the security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of ITPO. However, in case of extension of Contract, a written mutual consent will be necessary in the line of accepting the same rate and terms and conditions of the said tender. The willingness for extension of contract must be given to the ITPO at least two months before the date of expiry of agreement. If no willingness is received in the stipulated period, the ITPO will be at liberty to make its own arrangement.

p) Penalty:

(a) In cases of negligence in performing duties, as stipulated herein the Annexure or as agreed in the Contract by the Contractor, ITPO shall be at liberty to get the required services from other alternative sources at the cost and risk of the Contractor and shall make deductions from the bills preferred by the Contractor or that may become due to the Contractor under this or any other Contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of ITPO.

b) In case the Contractor fails to attend the complaints within the same day (i.e. within 4 hours of lodging the complaint), there shall be a penalty of Rs.200/- per day / per complaint, apart from the deductions made vide sub para (a) above, for such negligence.

c) For not providing the Items in time a penalty of Rs. 200/- will be imposed per default and maximum penalty as decided by the Competent Authority.

d) For misbehavior of the worker Rs. 500/- will be imposed per default and maximum penalty as decided by the Competent Authority.

e) For causing damage to the public property: Two times the market value of the damaged property or Rs.5000/- whichever is higher will be levied.

f) For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.

g) For persistent breach or unsatisfactory services- termination of contract along with forfeiture of performance security and blacklisting.

q) **Disclaimer**: Any person who is in government service or an employee of ITPO should not be made partner to the contract by the bidder directly or indirectly in any manner whatsoever. The near relatives of employees of ITPO are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father,mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

r) **Insolvency:**

The competent authority of ITPO may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events, that is to say:-

If the Contractor being an individual or if firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the Contractor commits any breach of this Contract not herein specifically proved for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the Contractor shall be liable to pay the purchaser for any extra expenditure, he/she is thereby put to, but shall not be entitled to any gain on repurchased.

s) **Breach of Contract:**

In case of breach of any of terms and conditions of the Contract that are specified in the

bidding document, the Competent Authority of ITPO shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by ITPO in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.

t) **Sub-letting of Work**:

The Contractor shall not engage any sub-contractor or sublet, transfer or assign the Contract or any other part thereof to any other person/firm/agency without prior written permission of the competent authority of ITPO. The shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise. In the event of the Contractor contravening this condition, competent authority shall be entitled to place the Contract elsewhere on the Contractors risk and cost and the Contractor shall be liable for any loss or damage, which ITPO may sustain in consequence or arising out of such replacing of the Contract.

u) **SUBMISSION OF THE DOCUMENTS/ELIGIBILITY CONDITIONS**

The photocopy of the document as mentioned below to be submitted with tender **(Annexure-I):-**

01) Signed and stamped Terms & Conditions plus scope of works.
02) The proof of firm/company situated in Delhi /NCR.
03) Copy of the registration No. of Company/Firm /TIN No./VAT No. and Service Tax No.
04) Copy of the PAN Number/TAN no. of the firm /company for Income Tax.
05) Copy of incorporation Certificate, if any & Constitution of Firm – Partnership, Proprietary, if any
06) Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
07) Bids will be accepted with all the required documents. The sealed quotation/ tender with EMD and cost of tender fees should be reached physically before the date & time as mentioned above in ITPO.
08) The Firm should be an ISO certified 9001-2000 if any.
09) Performance Certificate of last Three Years with complete address and Telephone Nos.
10) Minimum Annual Turnover required in any of three preceding financial year shall be Rs. 1, 00,000 or one Lakhs each year. Proof of Annual Turnover shall be submitted in form off TDS Certificate or Audited Balance Sheet along with profit loss account of three preceding financial years
11. A list of organizations where the bidder has currently providing such kind of services in the tender. Minimum three years of experiences plus award of work orders in the case of Govt./PSUs/AB etc. will be attached with bid documents.
12. Non- Blacklisting certificate
13. Date of purchase and model and serial no. of the machines to be installed.

v) Validity of bids: The bidder shall be a valid for a period of **120** days from the date of opening of the bids.

w) **Assistance to Contractor**: The Contractor shall not be entitled to assistance either, in the procurement of materials or for providing services required for the fulfillment of the Contract or otherwise.

x) **Terms of payment**:

a. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

b. **Monthly payments shall be made based on the actual meter readings or certified statement duly signed by ITPO's officer of the hired photocopiers for the Contract and thus there is no minimum guarantee given by this Office for the volume of the number of photocopies.** The Contractor shall submit the bill in duplicate after the satisfactory completion of the works attended at the end of each month on actual billing in respect of previous month for sanction of the amount of bill and passing the bill for payment. The job description summery sheet in the prescribed form related to number of rolled copies per day wise/basis is to be enclosed along with bill.

c. All payments shall be made by cheque , after deducting TDS, as per the rules of the Government and as applicable from time to time.

d. ITPO shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties

e. The term 'payment' mentioned in this para includes all types of payment due to the Contractor arising on account of this Contract excluding Earnest Money and Security Deposit governed by the separate clauses of the Contract.

y) **Contractual obligations on the part of Contractor**:

i.)All the Heavy Duty Photocopy machines including stabilizer, if required, to be supplied and installed by the Contractor at his/her own expenditure should be Digital **and of the reputed and recognized brand only.** No assembled machines shall be allowed. The Bidders are therefore required to quote their prices only for the reputed recognized brands accordingly.

(ii) The Contractor should ensure quality service during the currency of Contract. In case if it is found at a later stage that sub-standard/ inferior quality items supplied, necessary action will taken against the Contractor including forfeiture of the Performance Security and debarring them from quoting future bids.

(iii) The Contractor shall ensure that minimum two visits per week are sincerely paid by their Engineers for general check-up of the Photocopy machines in this office for ensuring smooth functioning.

(iv) The Contractor shall provide mandatorily an e-mail account in the Tender Application Form apart from the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended by the Contractor immediately within 4 hours of lodging (email or telephone), failing which penalty as prescribed, shall be imposed on the Contractor and the decision of the Competent authority of ITPO.

(v) The Photocopiers shall be the sole property of the Contractor.

(vi)The Contractor shall provide hired services to these copiers and shall also ensure that the photocopy papers/consumable/ toner/ any spare part of the Photocopy machines will be borne by the agency and made available promptly within hours of making complaint. Thus the bidder shall be responsible for all maintenance of the machine except electric and free space merely provided by ITPO on free of cost during the entire contract period. All repair and maintenance cost including expert engineer's visit charge of machine manufactures , if any and costs of parts of replacement will sole be borne by Contractor.

(vii) While all endeavors shall be made by this office to ensure the machines of the Contractor free from any physical damages that are occurred in this office, the responsibility for replacement of the same shall be made by the Contractor without any extra cost.

(viii) The tentative number of photocopier machines to be hired is **Two (02)**, which is liable to increase or decrease at the sole discretion of the competent authority of this office during the currency of the Contract and the bidders shall have to supply/ lift off/ shift from one place to another/ replace photocopy machine as and when required by this office during the Contract.

(ix) All the Photocopier machines should not be older than three years. Purchase invoices in respect of each of the machine shall be submitted by the Contractor at the time of deployment of the machines in support. The specifications of the photocopy machines which will be supplied by the firm should match the specifications as mentioned at **Scope of work**. List of locations where photocopier machines are to be installed will be provided only to the successful bidder later on.

(x) In case, any photocopier machine is to be taken out for repairs to the Contractor's workshop, a standby machine of same/ higher configuration shall be provided by the firm. Toner/ developer and any other consumables will be provided by the Contractor at his own risk and cost. The machine should remain functional all the time with production of acceptable quality of reprints.

xii) No price escalation shall be entertained during the currency of the Contract in the event of revision of the any statutory taxes by the government of India.

xiii) The New Heavy duty Digital Photocopying Machine shall be supplied by the Tenderer to this office within one week from date of award of work.

xiv) Rental Charges shall be net F.O.R. destination inclusive or freight handling and packing charges, insurance, maintenance, voltage stabilizer, trolley etc.

xv) Products with ISI certification marks will be preferred.

xvi) It will not be obligatory for ITPO to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any renderer. No such obligation on the part of ITPO is also to inform the unsuccessful tenderers of the outcome of the tender process.

xvii) Bid should be free from Correction, overwriting and erasers. Corrections if any must be counter-singed. All prices should be indicated both in words as well as in figures.

xviii) ITPO reserves the right to split the order for individual items(s) with different bidders and also increase/decrease the quantities.

xix) **COMPLAINT:**

Complaint lodged during forenoon shall be attended in the afternoon of the same day and complaint lodged in the after shall be attended in the forenoon of next working day. In case performance of a machine is found to be unsatisfactory i.e. giving frequent breakdown, vender will be required to provide suitable replacement of the machine immediately. In case of Complain feedback /performance report, the contractor will maintain all records of the complains in a Register.

xx) DEDUCTION DUE TO MACHINE DOWNTIME:

Any machine complaint reported shall be set right on the day of reporting the complaint or at the most on the next working day, failing which deduction will be made from the monthly billing charges, if any /billing. Down time shall not be exceed four hours.

xxi) TRAINING:-

Vendor will provide necessary free of cost training, if required, to the operators (regular nominated employees) so as to train them in the day to day operation of the machine so that they are able to use the official machines properly.

xxii) The tenderer should take care that no column in the tender document should be left blank which would be otherwise making the tender liable for rejection.

xxiii) Any act on the part of the tenderer to influence anybody in ITPO is liable for rejection of tender.

xxiv) The Tenderer shall indemnify to ITPO against all other damages /charges and expenses for which this Office may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. ITPO shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties

xxv) The contractor shall not employ any person who has not completed eighteen years of age. The tenderer shall comply with all the statutory provisions as laid down under various labour laws/acts/rules. In case of non-violation of any such statutory rules/laws /acts, there will not be any liability upon ITPO.

xxvi) ITPO will be under no legal obligation to provide employment to any of the personnel of the tenderer during / expiry of agreement period and ITPO recognizes no employer-employee relationship between ITPO and the personnel deployed by the Tenderer/agency.

xxvii) The prices quoted should be inclusive of all charges and excluding statutory taxes, as applicable, which are to be paid extra.

xxviii) Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page. Hence the total number of pages attached is required to be mentioned on the covering page of the tender document.

xxix) After expiry of contract period or on order of Competent Authority in between the contractor shall carry back his machine with accessories through gate pass and the cost of return shall be borne by the contractor.

xxx) If at any time during of the contract, it comes to the notice of ITPO, that the agency/Contractor misbehaved by way of giving incorrect/false information, which have been material in the award of the contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the contractor.

xxxi) Executions of job should be of standard quality, neat and accurate according to the specifications of the machines where ITPO is satisfied. If the execution of the job assigned is not up to the standard, suitable deductions will be made.

xxxii) The contractor will maintain history sheet of every systems/equipments provided under contract with detailed specifications.

xxxiii) AGREEMENT/CONTRACT:

The parties to the contract i.e. ITPO and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award. While submitting, the successful bidder shall have the correct amount to

stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing.

xxxiv) TERMINATION OF AGREEMENT:

In case of excessive errors and if ITPO is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, ITPO at its discretion may terminate the agreement without any prior notice and in that case ITPO would not be liable to pay any amount on any account to the Agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by this office, ITPO reserves the right to cancel the contract and/ or forfeit performance guarantee submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract.

The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

xxxv) RECOVERY:-

The ITPO reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess

xxxvi) The successful contractor's staffs, so deputed, shall not divulge/disclose to any person, regarding any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters.

xxxvii) The contractor shall ensure punctuality, cleanliness, obedience, promptness, proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work. Failing to do so, the security deposit will be forfeited and contract will be cancelled forthwith by serving notice by the Competent Authority and will also be barred to participate in the future tender.

xxxviii) All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

z) **JURISIDICTION OF COURT:**

a) All maters connected with this tender shall be governed by the Indian Law both substantive and procedural for the time being in force and shall be subject to the exclusive Jurisdiction of the Indian Court at Delhi/New Delhi.

b) **FORCE MAJEURE:**

Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the Agency and not involving the Agency’s fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, ware or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the qualified agency shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by the ITPO in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event. ITPO may terminate the contract, by giving a written notice of one month to the agency, if as a result of force Majeure, the agency being unable to perform a material portion of the services for a period of more than 30 days.

c) **ARBITRATION:**

In the event of any dispute or differences between the firm and the this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to;

(i) the construction of the terms and condition:

(ii) the respective rights and liabilities of the parties hereto thereunder ;

(iii) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as ITPO, New Delhi, and the Contractor may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

(iv) The Contract shall be subject to the jurisdiction of competent courts of laws at Delhi / New Delhi.

Manager (Store)

ANNEXURE-I

PRE-QUALIFICATION / TECHNICAL BID

(To be submitted in firm's own letter head)

Sr. No.	Description of Facts	Documents to be enclosed/ Information to be shared
01	Name of Agency	
02	Name of the Authorized persons, who may sign on the tender documents	
03	Full Communication (Postal) address of the Agency/Firm	
04	Telephone Nos. Office	
05	Telephone Nos. of Residence	
06	Mobile No. and Fax No	
07	e-mail id and corporate website, if any	
08	Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc.	
09	Registration Number and date of Registration of the firm / company, if any (Attested/self-attested copy of registration/partnership deed/ownership should be attached)	
10	Value Added Tax (VAT) or TIN No. if any and its validity (Certificates to be attached)	
11	Number of Permanent Employees of Agency and on contract basis or daily wage basis, if any	
13	Whether Agency or any other entity with which any of its Director / Partner or proprietor etc. are/have been associated or any Director/Partner etc had ever been convicted for any offence by any court of Law at any point of time. Give details, if any.	
14	Whether agency or/and its Directors/ Partners have ever been Blacklisted/ debarred by ITPO at any point of time. Give details, if any.	
15	Registration Certificate in support of Permanent Account Number (PAN)/TAN No. & Validity etc. (Attach Proofs, duly signed by authorized person and stamped by seal of Agency)	

16	Service Tax Registration No. (Attach proof, duly signed by authorized person and stamped by seal of Agency	
17	Details of Earnest Money Deposit (Enclose Demand Draft)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
18	Details of minimum three years of past Experience of the Agency. (Attach Experience Certificate/supporting documents issued by various Organizations etc., duly signed by authorized Signatory & Stamped with seal of the Agency).	
19	The Annual Turnover at minimum Rs. 1 lakh per year for the last 3 years. Please attach the proof of audited profit & loss account as well as balance sheet of each year, duly signed by the authorized person and stamped by seal of Agency).	
20	Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date. Give Details, if any.	
21	Whether any earlier agreement with the agency has ever been terminated/cancelled by ITPO till date. Give details, if any.	
22	Whether Agency has office in NCR region. Give full address (Attach documentary proof)	
23	Accepted the scope of work and terms and conditions of the said tender notice.	
23	Performance certificate if any, from any govt. body	
24	ISO Certificate , if any	
25	Details of Cost of tender Application (Enclose Demand Draft)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount

26	The details of machines to be installed	Make :
		Date of purchase:
		Any CAMC Covered
		Warrantee/Guarantee Covered:
		Model No. and Sr. No.

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable **(N/A)** while filling up the above coloumn.

Date:

Place:

Signature of Bidder

Name of Bidder

Name of the firm/agency

Seal of Bidder

ANNEXURE-II

PROFORMA OF FINANCIAL BID
(SCHEDULE OF WORKS/
QUOTE YOUR PRICES)
(To be submitted in Firm's own letter head)

Sr. No	Particulars	Model/Make of Heavy Duty Photocopy Digital Machine	Year of Manufacturing	Tentative Quantity of machines to be hired on rental basis.	Quoted Rate in Rs.	
					In words	In figures
1				02		

Note:

1. Rate should be inclusive all charges excluding of all applicable taxes.
2. The bidder should clearly state as to whether the quoted prices are inclusive or exclusive of VAT/Service Taxes etc.
3. Rates per rolled copy, whatever may be, should be quoted by the bidder for each of the category, if possible.
4. The prices should be free from any alternation, correction, overwriting etc., failing which the bid shall be summarily rejected.
5. I have visited ITPO and have understood the scope of work.
6. I have read the terms and conditions and scope of work.
7. I have signed on each page of the tender documents as a token of acceptance of scope of work and terms and conditions.

Signature of Bidder:

Name of Bidder :

Seal of Bidder :

ANNEXURE-III

U N D E R T A K I N G
(To be submitted in Firm's own letter)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Signature of the Tenderer _____

Place: Name of the Signatory _____

Date: __/__/2016 Name of the Firm/agency _____ Seal of the Firm/Agency _____

ANNEXURE-IV

U N D E R T A K I N G
(To be submitted in Firm's own letter)

It is certified that I personally read the Tender Document and accept all the Terms and Conditions along with scope of work mentioned therein.

Signature of the Tenderer _____

Place: Name of the Signatory _____

Date: __/__/2016 Name of the Firm/agency _____ Seal of the Firm/Agency _____

ANNEXURE-V

UNDERTAKING

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other department in India.
3. II/We give the rights to the Competent Authority of ITPO to forfeit the EMD/Security Money deposited by me/us if any delay on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
4. I hereby undertake to supply the items and provide the services, as per directions given in the tender notice/supply order within stipulated period.

Signature of the Tenderer

Place: Name of the Signatory: _____

Date: Name of the Firm/agency _____

Seal of the Firm/Agency _____