

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)

Tender No.: 263/ITPO (19)/ST/2010-15

TENDER DOCUMENT

For

"Annual Maintenance Contract for 20 nos. Canon make fax cum multi function machines".



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)

No. 263/ITPO (19)/ST/2010-15

Dated : 03/06/2015

Sub: Annual Maintenance Contract for 20 nos. Canon makes Fax Cum Multi Function Machines, installed in various sections of ITPO- reg.

India Trade Promotion Organization(ITPO) intends to invite **SEALED** quotations in single bid system from authorized reputed firms having experience and expertise in undertaking maintenance and service support of Canon Fax cum Multipurpose Machines bearing model no.ICMF-4150 (with/without spares &accessories), for the purpose of award comprehensive Annual Maintenance Contract, be applicable, for a period of one year initially and may be extendable further another one year depending on the actual satisfactory performance of the firm.

2. The qualifications, terms and conditions, instructions to the bidders, etc. may be seen in the tender document enclosed herewith for information and necessary action.

3. This tender documents consists of (i) Scope of work (ii) Instructions to the Bidders (iii) Terms and Conditions.

4. Bidders are requested to go through the instructions to the bidders and terms and conditions in the bid documents which can be downloaded from <u>tender</u> <u>section</u> of corporate our website <u>(http//www.indiatradefair.com</u>)

Document Control Sheet

- 1. Tender Enquiry No.: 263/ITPO (19)/ST/2010-15
- 2. Name of Organization: INDIA TRADE PROMOTION ORGANISATION
- 3. Last Date and time for submission of tender document : 3 p.m., 22/June/2015
- 4. Date & Time of opening of Bid: 22/June/2015, 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. E.M.D. : Rs.4, 000/- (Rupees four thousand only)

Date: 03/06/2015 Place: New Delhi

Manager (Store) Phone: 011-23378645, 23371783

I) <u>SCOPE OF WORK</u>:

This tender call for Comprehensive Annual Maintenance of fax cum multi function machines of Canon make/ brand at Pragati Maidan, ITPO, New Delhi. Scope of Annual Maintenance Contract Service includes providing routine maintenance services, attending to defects, as and when they occur in the fax cum multi function machines. AMC services shall also include providing all technically expert man power, labour, tools and tackles and replacement of defective spare parts and accessories.

II) INSTRUCTIONS TO THE BIDDERS:

i) Minimum eligibility criteria:

- 1. Only Canon Authorized Service Providers of fax machines cum multifunction systems having adequate experience, of not less than 3 years in the relevant field, i.e., in the maintenance of 50 fax machines cum multifunction or more per year, of Canon make/brand in the Government Ministries / Departments / Government or Semi-government organizations, including Public Sector Undertakings, and having the requisite competence / capacity to do / handle the jobs relating to the maintenance of Canon make & models of Fax cum multi function machines efficiently and effectively are eligible to participate in the tender process. (Valid proof- Copies of AMC signed with ministries/ depts. / PSUs in each year for last 3 years mentioning value, magnitude of work has to be attached).
- 2. The firms desirous of taking part should have registered an annual turnover of Rs.2 lakhs (Rupees two Lakhs) or more, in the Service/Maintenance of Canon make Fax cum multi function Machines, each year during the last 3 years. Proof of the same must be attached in the form of CA certificate / Balance Sheet / Profit & Loss A/c.
- **3.** Bidders should have sufficient and qualified manpower to carry out the repairs/ attend to service related matters at short notice (valid and certified proof has to be attached), provided the nominated firm shall has to adhere for payment under minimum wages act of Govt. of NCR Delhi.
- **4.** Preference will be given to firms having valid **<u>ISO 9001-2000</u>** Certificate, for providing Maintenance and facility management services for information technology infrastructure.
- **5.** Bidders should not have been blacklisted by the Depts./Ministries of the Govt. of India.
- 6. As the FAX cum multi function machines installed in ITPO are of Canon make, the firm should have authorized service provider certificate from the Canon.

7. The bidder should have their own service center set up and they should have complete tools for support / repair of Fax machines

ii) Earnest Money Deposit (EMD) :

1. The Earnest Money Deposit (EMD) of Rs. 4,000 /-(Rupees four thousand) should necessarily accompany with the Bid in the form of Demand Draft drawn in favour of 'INDIA TRADE PROMOTION ORGANISATION' payable at New Delhi. Also please mention the D.D. No., , date, Name of the firm, Proprietor's name, etc. on the reverse side of Demand Draft. Bid received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case. EMD in any other form, i.e., in Cash, etc., shall not be accepted.

2. The EMD in respect of the unsuccessful bidders shall be returned to them **within 30 days** without any interest **after finalization of tender**. However, EMD in respect of successful Bidder will be released after receipt of prescribed Performance Security Deposit. In case the agency fails to provide Performance Security, as per requirement of ITPO **within 10 days** from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

3. The EMD shall stand forfeited if a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender / quotation by any of the tenderers.

iii) Performance Security Deposit (PSD)

 The successful tenderer will be required to furnish a <u>Performance</u> <u>Security Deposit</u>' of Rs.15,000/- (Rupees fifteen Thousand Only) within 10 days on receipt of supply order to ensure due performance of the contract.

2. The Security Deposit shall be in the form of (i) Bank Guarantee (BG) from any Nationalized Bank or (ii) A/c Payee Demand Draft in favour of India Trade Promotion Organisation, payable at New Delhi. The Security Deposit in any

other form such as cheque will not be accepted under any circumstances.

3. The Security Deposit will be refunded only after the successful and satisfactory completion of the contract.

4. This deposit is liable to be forfeited in full or in part, if during the period of contract, the services of the contractor firm are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened / breached, and/or towards any damage caused to ITPO due to negligence on the part of the contractor or his employees. The decision of ITPO in this regard shall be final and binding on the firm. Moreover, this forfeiture may be in addition to any action by ITPO that the contractor firm may invite upon themselves due to any of the reasons specified in this tender document.

iv) **Documents/Certificates :**

The Tendering firms/agencies are required to submit the attested photocopies of the following documents along with the bids failing which their bids will not be accepted.

(a) Proof of having experience in providing the services to the Government Departments/ Ministries and PSUs for the last three years. (Copies of the proof of providing these services to ministries/PSUs during **each of the last three years** should be enclosed)

(b) Declaration regarding blacklisting or otherwise. (Annexure-I).

(c) List and bio data of service Engineers/ technical staff available with Bidder.

(d) The firms are also required to prove their competence for undertaking the job of 'maintenance', etc., and shall, therefore, furnish their standing and goodwill through a **performance** certificate / documentary proof from any Government Ministries / Departments/ PSUs during the last three years.

(e) Copy of the Registration/License of the firm & ISO Certification, if any, will be attached.

f) The firms are required to submit EMD an Rs. 4,000 /- (Rupees Four thousand) through Demand Draft in favour of India Trade Promotion Organisation , payable at New Delhi.

g) Annual turnover of the firm with proof in the form of authorized CA's certificate/audited balance sheet for the last three years.

h) Copy of the latest Income Tax Return (along with PAN/TIN with proof).

i) The bidder should have firm's service tax no number with latest sevice Tax challan (proof of the same must be attached). Copy of the PAN no. based service tax number will be attached.

j) VAT Account No.

k) Name of The firm, name of the proprietor, telephone No., Email id., web site address, Fax No. and name of Link officer.

v) Mode of and last date for submission of the Bid:

The tender, complete in all respect, should submit in the prescribed form along with supporting documents in sealed envelopes addressed to the **Manager**, **Store Division, Prantik Building, Near gate no.-01, ITPO, Pragati Miadan, New Delhi** must reach on or before 22/06/2015 **by 15.00 hrs.** Tenders may be hand delivered at the aforementioned address.

Provided that the quotation in sealed cover will be required to superscribe with "Quotation for AMC of 20 nos. Canon make Fax cum multi function machines", plus Tender Notice No.- 263/ITPO (19)/ST/2010-15, date: 03/06/2015

vi) Non acceptance of the tenders received after the last date :

Tenders received after the closing date and time prescribed in the tender notice shall **NOT** be accepted under any circumstances.

vii) Opening of the bids received: The bids responded within the stipulated time on the last date of receipt of quotation will be opened at 3.30 p.m. on the same day, i.e. 22/06/2015. The tenderers may present at that time or may, if so desire, depute one of their representatives to be present at the timing of opening the tenders.

viii) Non transferability: This tender is non transferable.

ix) Fax cum multi function machine:

The number of such machines proposed to be covered under the comprehensive annual maintenance contract is 20, the details of which are are given below:-

Sr. No.	Brand/Make	Model Name	Quantity	
01	Canon	ICMF-4150	20	

Note:

The number of equipment for the purpose of 'service maintenance contract' is liable to vary / change from time to time. In that situation, the amount of AMC will also vary according to the number of machines on a particular date.

III) **TERMS & CONDITIONS :**

i) <u>Rates/ Prices :</u>

1. The unconditional rates should be quoted in Indian Rupees only in words as well as figures. Excise duties, sales tax, VAT, etc. may be applicable should be quoted separately as shown in **Annexure-II**. If these levies are included in the price quoted without giving the break up details, such bids will summarily be rejected. **Rates per unit/item & per annum** should accordingly be quoted duly signed by the proprietor and stamped by the firm. Partials quoted will be summarily rejected.

2. Erasing or cutting or overwriting, whatsoever, if any, should be countersigned.

3. Tender rates should be valid for **at most** two **year** from the date of signing of the rate contract agreement. **Tender rates valid for a shorter period shall be rejected as non- responsive**. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

4. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.

ii) Bid Validity :

The bids once given shall remain valid and open for acceptance for a period of 120 days from the date fixed for receiving the same

iii) **Promptness in attending to complaints :**

The contracting firm should ensure that all the complaints are attended by the resident service engineers immediately. The complaint calls received directly from the users concerned shall also be duly honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the downtime for a system, which should not, in any case, be more than 24 hours. In case, the systems concerned remain either unattended or defective even after the specified downtime for want of repairs / replacements, etc. or due to fault / neglect of the contractor firm or its service engineers, a deduction of Rs.200/- per day

& per machine will be made as (or towards) penalty from out of the contractual charges payable for the maintenance, etc. The entire repair/maintenance job shall be attended on site only.

Provided that, in the event of more number of complaints on a particular day and/or the resident engineer deputed is not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute one or more service engineers, as may be required, in order to ensure that work of this Office does not suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

iv) <u>Purchaser's Rights :</u>

- 1. ITPO reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.
- 2. ITPO reserves the right to award the contract to more than one Bidder.
- 3. The ITPO reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 4. ITPO reserves the right to black list a bidder for a suitable period in case the bidder fails to honour its bid without sufficient grounds.

5. If a firm, after award of the contract, violates any of the terms and conditions or fails to cope up with the work load or does not render satisfactory services or dishonour the contract in any way, the contract awarded shall be liable for summery cancellation/termination forthwith without any notice, it shall liable to be blacklisted and its EMD/performance security shall be forfeited. ITPO is free to entrust this job to any other firm/ party at the risk and expenses of the defaulting contractor. In this connection, decision of the ITPO shall be final and binding on the contractor.

6. The contractor firm will be entirely responsible for any loss caused to ITPO by way of inflicting any damage to the systems / equipment as a result of negligence or carelessness on the part of the contractor firm or its authorized engineers /

9

representatives or for any default occasioned due to use of parts / spares supplied by the firm. The contractor firm should make good the financial or any other losses caused to / suffered by ITPO on this account. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred by this Office, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor.

7. The selected contractor firm shall also provide functional Mobile Phones to the service engineers for contact and urgent communications.

8. Should any need or eventuality arise, this office shall, within it's the competence, require the services of the resident service engineers / mechanics of contractor firm outside the working hours, including on Saturdays / holidays. No payment or any additional remuneration shall, however, be made for this purpose.

v) Payment of Bills :

Payments shall be on <u>QUARTERLY</u> basis. The service provider shall submit the prereceipted bill (triplicate), along with work voucher/service completion report, duly signed by the concerned officers/officials, to the Store Division, during the 1st week of succeeding month for the quarter ending. Payment against bill/Invoice shall be released only after services are found to the satisfaction of the ITPO. Payment will be made direct to the service provider through **A/c payee cheque only**. **No advance payment will be made in any case.** No separate transportation charge/labour charges or any other incidental charges will be paid for obtaining and delivering the order or replacing the material not found as per specification.

vi) Availability of spare parts & maintenance of log book :

The service provider shall

- maintain stock of essential spare parts in the store at his nearest service centre;
- keep essential spare parts under its custody to ensure spare parts consumed are replaced promptly within 24 hours;
- provide the spare parts of the same make / quality as installed in existing fax cum

10

multi function machines with warranty or guarantee if any;

• maintain service log book / file containing maintenance report duly countersigned by the authorized Officer of ITPO.

vii) <u>Agreement :</u>

The successful bidder shall require signing and executing the Agreement, at his own cost, in accordance with form of Agreement included in the bid documents and submits the same to the Store Division, ITPO 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.

viii) Signature on each page of the tender document :

Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.

ix) **Establishment:**

- The bidders should have establishment such as office space, adequate human resources such as service engineers/ technical staff, etc. A proof of having these is required to be submitted along with the bid.
- 2. The 'Full and Comprehensive Service Maintenance Contract' shall essentially consist of 'Preventive' as well as 'Corrective' maintenance. Hence the successful tenderer should undertake / carry out necessary exercises to ensure corrective as well as preventive maintenance of the systems concerned.
- 3. 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 tenderer. No such obligation on the part of ITPO is also to inform the unsuccessful tenderers of the outcome of the tender process.
- 4. This office also reserves the right to add into the contract additional number of systems during the currency of the contract for the purpose of maintenance on the same approved rates and the same terms & conditions.

Likewise, this office also reserves the right to exclude from the contract any number of Fax cum multi function machines if they are found to be unserviceable at any point of time during the currency of the contract. The contractual charges payable will be modified accordingly.

- 5. Before undertaking the maintenance work, the successful firm should take over from the existing contractor firm all the Fax machines, for the purpose of maintenance. While taking over the systems for maintenance, they shall be required to affix their 'identity' stickers showing the firm's name, contact telephone numbers etc., and also prepare a list containing all the relevant information of the systems along with the name of the user-section / desk / office & the name of the contact person. These lists will be cross verified by ITPO and modifications / corrections, if any, required will be carried out and the exact number of systems will then be accordingly decided and fixed / reckoned finally for the purpose of maintenance work.
- 6. The successful firm will be free to inspect the systems before taking them over for maintenance.
- 7. The contract will remain in force for a **period of One year initially,** from the date of award. ITPO further reserves the right to renew the contract for another one more year or for such period(s) less than that as it may deem necessary, taking into account the satisfactory performance of the contractor firm during the currency of the contract. The contract can be terminated at any time without assigning any reasons, if the services are not found, at the sole discretion of ITPO.

x) <u>General/Others :</u>

• The bidders will be bound by the details furnished by him/her to ITPO, while submitting the tender or at subsequent stage, in case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of the contract making him / her liable for **legal action besides termination of contract.**

• If the successful firm (tenderer) also undertakes identical work in other

Ministries/ Departments at rates lower than the rates approved / accepted by ITPO, the firm shall have to charge at those rates from this office as well.

The firm entrusted with the work will have to do the 'maintenance' work during the entire period of contract, from the date of award, at the rates to be finally approved / accepted by ITPO, which shall be valid for the whole of the period of contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out all the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged / worn out parts, etc, with the genuine and standard quality spare parts that are very much essential for the proper maintenance / upkeep of the systems / equipment(s) concerned throughout the period of contract. If for any reason, the firm is not able to do so, the work will be got done through / from some other firm or from open market at the cost of the approved tenderer and the expenditure so incurred shall be recovered from the security deposited by the contractor firm and/or from the dues payable to them. ITPO shall bear no extra cost for anything whatsoever after these systems / equipment, etc, are handed over to the successful tenderer and subsequently taken over by him. No extra payment, whatsoever, on account of natural calamities or otherwise will be made to the contractor except the all- inclusive rates and the rates permitted under the contract.

• In no circumstances, the successful firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

- At the end of the contract period, the service provider shall demonstrate satisfactory functioning of all the fax cum multi function machines.
- Bids should be serially page numbered.
- Quotations incomplete in any respect are liable to be rejected without assigning

any reasons therefor. The decision of the Competent Authority shall be final and binding upon the contractor firm.

• A specific mention must also be made in the quotation to the effect that the terms and conditions mentioned above are acceptable to the firm in full. This is mandatory for all the tendering firms who are desirous of participating in the tender process.

• The firms intending to participate in the tender process with their offer of rates are expected and, are also advised, to read and fully understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their tender, as no change or violation / deviation of the aforesaid terms and conditions shall be permissible once the quotation is accepted by ITPO. The successful tenderer will be required to sign a copy of the tender in token of having accepted the terms and conditions. (Annexure-III). The firms whose tenders are not accepted / approved by ITPO shall send in necessary letter of authorization, etc., to facilitate early refund of the Earnest Money Deposit, after finalization of the contract.

• Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejects.

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

• The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.

• The contractor shall ensure proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work.

• All disputes are subject to the jurisdiction of the courts in the national capital territory of Delhi and agreement will be governed by and be construed in accordance with the laws of India.

Manager (Store)

Annexure-I AMC IN RESPECT OF FAX CUM MULTY FUNCTION MACHINES OF CANON MAKE/ BRAND INSTALLED IN ITPO ***

Tender No.- 263/ITPO (19)/ST/2010-15

Dated 03/06/2015

(To be submitted in firm's letter head)

DECLARATION

То

The Manager (store), ITPO, Prantik Building, Near Gate No.1, Pragati Maidan, New Delhi – 110001

Dear Sir,

1. I/We have read and understood the contents of the Tender documents and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealing. I/We further undertake to report to ITPO, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Thanking you

Yours faithfully, (Signature of the bidder) Name: Designation with Seal of the Firm:

Date:

Annexure-II

AMC IN RESPECT OF FAX CUM MULTY FUNCTION MACHINES OF CANON MAKES/ BRANDS INSTALLED IN ITPO (To be submitted in firm's letter head)

Tender No. No. **263/ITPO (19)/ST/2010-15** Dated: **03/06/2015** 22.05.2015

From

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То

The Manager (store), ITPO, Prantik Building, Near Gate No.1, Pragati Maidan, New Delhi – 110001.

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for providing Annual Maintenance Services for fax cum multy function machines as per the scope of services.

My/our rate contract is given below:

SCHEDULE OF RATES :

Sr. No.	Make/Bran d	Model/S pecificat ion	AMC quoted Charges Per unit/system per annum in (Rs.)	VAT/ST/ED etc. In Rs.	Total Amount In figure In Rs.	Total Amount In word In Rs.
Col.1	Col.2	Col.3	Col.4	Col.5	Col6	Col.7
01	Canon	ICMF- 4150				

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

- (i) I / We do hereby solemnly declare / undertake that I / We have completely read and understood the terms and conditions attached to the 'Service Maintenance Contract' in question, for which the all-inclusive rates as above have been submitted, and that they are acceptable to us in full;
- (ii) I / We do also hereby declare / undertake that the all-inclusive rates quoted as above are submitted after fully understanding and in accordance with the relevant clauses of the terms & conditions of the contract;
- (iii) I / We do also hereby undertake that the damages caused, if any, to the equipment / systems or to any other property of ITPO throughout negligence or on the part of the employees deputed by us for the maintenance work in this Office shall be at our risk and responsibility and that we shall make good the financial or any other loss that is resultantly sustained by ITPO because of such negligence; and
- (iv)I / We do also hereby declare that the decisions of ITPO, on all the matters connected to the contract in question, and on the matter of disputes arising due to the provisions of this contract shall be final and binding on me / us / our firm.

Place:

Date:

(Signature in full):	

Name of the firm:

Seal / Stamp of the firm: _____

Contact Phone No / Mobile No: