Department of Science and Technology (DST)
Technology Bhavan, New Mehrauli Road
New Delhi-110016

Tender Enquiry No. D-21011/AMC1/2020-GA **Date: 08.10.2020**

Subject: Invitation Of Bids And Instructions For Comprehensive Annual Maintenance Contract For CANON Photocopier Machines Installed in Department Of Science & Technology, Technology Bhawan, New Delhi-110016

1. Department of Science and Technology, New Delhi for and on behalf of the President of India, hereinafter invites sealed tender in single envelope two bid pattern from service providers of CANON photocopier machines (**authorised by Original Equipment Manufacturer (OEM) only**) installed in this Department on "per copy basis".

2. General information about the tender is as follows:-

a) Tender reference No. - D-21011/AMC1/2020-GA

b) Last date and time for Receipt of Tenders - 05.11.2020 at 1500 hrs

c) Time and date for opening of Bids - 05.11.2020 at 1530 hrs

d) Place of opening of Tenders - Raman Auditorium, Block-II, Department of Science and Technology

3. The details about the tender formats for Technical & Financial Bid, terms & conditions and other related information is enclosed as Chapter 1 to Chapter 5.

4. The tender, completed in all respects and duly sealed and addressed to **Under Secretary, General Administration, Department of Science and Technology**, should reach Department of Science and Technology, Technology Bhawan, New Delhi not later than 05.11.2020 **by 1500 hrs**. The **Technical Bid form** as per the format given in **Chapter-4** of the Tender Enquiry, duly filled and signed must be put in a sealed cover with **Technical Bid of the Tender for CAMC of CANON photocopier machines** superscribed separately on envelope. Another sealed cover should contain the Financial Bid form as per format given in **Chapter-5** of the Tender Enquiry duly filled and signed, superscribing **Financial Bid of the Tender for CAMC for CANON photocopier machines.** Both the Technical Bid and the Financial Bid, sealed in separate envelopes as stated above, should then be together sealed in another envelope and Superscribed as "**TENDER FOR CAMC OF CANON PHOTOCOPIER**

MACHINES". The responsibility to ensure this lies with the bidder. All documents should be properly page numbered, indexed and flagged for ready reference.

5. The Tenders may be dropped in the Tender Box kept near Reception Counter of Department of Science and Technology.

6. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Anil Kumar Pandey)
Under Secretary to the Govt. of India

अनिल कुमार पांडे / ANIL KUMAR PANDEY
अवर सचिव / Under Secretary
विज्ञान और प्रौद्योगिकी विभाग
DEPTT. OF SCIENCE & TECHNOLOGY
भारत सरकार / Govt. of India
नई दिल्ली–110016 / New Delhi-110016

Chapter-1
INSTRUCTION TO BIDDERS

1. The details of items along with their Model Nos. are given in Chapter-3.

2. **The maintenance contract would be initially for a period of one year which can be extended upto 3 years** on rendering satisfactory service. The rates quoted will remain in force during the currency of contract and no demand for revision of rates on any account whatsoever will be entertained.

3. The intending firm may quote their competitive rates on **per copy basis.**

4. The contract for photocopier will be for "Comprehensive Maintenance Service" i.e. if any part is required to be replaced the same will be replaced under the contract and no extra charges will be paid by the Department for any spare part including the consumables like toner, drum kit, fuser kit, lamps, PCB, power supply unit, unit gears, roller bush, laser unit etc. It will be the responsibility of the company to provide genuine spare parts/ consumables of photocopier machines and to keep all of them in perfect working order. The **technical specifications/ Model Nos. of the machines are mentioned in Chapter-3.**

5. Technical Bid and Financial Bid should be signed by the Proprietor/Partner of the firm or by a person who is duly authorized and legally competent to do so. A person signing the forms or any document forming part of the contract on behalf of the firm shall be deemed to have been duly authorized by the Proprietor/Partner of the firm and actions taken by such a person in pursuance of this contract shall be deemed to have been performed by the Proprietor/Partner.

6. The tenderer shall deposit a sum of Rs. 25,000 (Rupees Twenty Five Thousand only) for tender as 'Bid Security' (Earnest Money) in the form of Demand Draft or Banker's Cheque from any of the financial banks in an acceptable form, in favour of DDO, DST drawn on any nationalized Bank, payable at Delhi/New Delhi and forward the same along with the Technical Bid. MSME firms are exempted from depositing EMD. Tenders that are not accompanied by the requisite Earnest Money will not be considered. The Earnest Money of the successful tenderer will be returned on receipt of Performance Security Deposit as mentioned in para 1 of Chapter-2 of the Tender Enquiry. The earnest Money of the unsuccessful tenderer will be returned before expiry of the 30th day from the date of contract letter awarded to successful bidder. The earnest Money shall not bear any interest.

10. Technical Bids will be opened by a Committee in Raman Auditorium, Department of Science and Tehcnology on 05.11.2020. Authorized representatives of the tenderers

can also attend tender opening. They have however to bring appropriate authority letter along with them. Financial Bids of only those whose technical bids are found acceptable after technical evaluation will be opened. The date of opening of financial bids will be intimated after acceptance of Technical Bids.

11. Contract letter/job order shall ordinarily be awarded to the lowest evaluated bidder, whose bid has been found to be complete in all respects.

12. Acceptance of the tender by the vendee shall be communicated to the successful tenderer by a formal Letter of Acceptance of tender.

14. The consumables / spares to be used in machines should be genuine. Any tempering to the machines or use of spurious spares will lead to cancellation of the contract, debarred from any future dealings with this Department and also forfeiture of the performance security. The firm may also be blacklisted on such incidents. All spare parts/ consumable like toner, drum kit, fuser kit, lamps, PCB, power supply unit, unit gears, roller bush, laser unit etc should be original would be replaced by the company free of cost during the AMC period. The charges shall be paid only for "**per copy basis**" for photocopier machines.

15. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and financially.

16. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Department with reference to the technical characteristics mentioned in Chapter 4 of this tender. The compliance of Technical Bids would be determined on the basis of the parameters specified in Chapter 4. The financial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

Evaluation of Financial Bid:

17. The Lowest Bid (L1) will be decided upon the lowest price quoted inclusive of all taxes by the particular Bidder as per the Price Format in Chapter 5 for the **package rate on 'per copy basis'.** The price approved by this Department for award of CAMC in respect of photocopier machines will be inclusive of all levies and taxes.

During Evaluation of Bid, following points will be taken into consideration. Hence the Bidders are requested to quote justified rate (s) to avoid cancellation of bid: -

A. Abnormally Low Bid/ proposal: -

i. If any bidder is quoting an abnormally low bid/ proposal. An abnormally low bid/ proposal is one in which the bid/ proposal price in combination with other elements of

the bid/ proposal, appears so low that it raises material and services concern with the Department as to the capability of the bidder to perform the contract for the offered price.

ii. If the Department i.e. DST identifies a potentially abnormally low bid/ proposal, DST shall seek written clarifications from the bidder, including item wise detail analysis of rate as per market trend of its bid/ proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and the responsibilities and any other requirements of the request for bids/ proposals for proposal document.

iii. If after evaluation of the price analysis, DST determines that the bidder has quoted the unjustified rate and failed to demonstrate its capability to deliver the contract for the offered price, DST shall reject the bid/ proposal without assigning any further reason.

B. Seriously unbalanced or Front Loaded bids/ proposal: -

i. If the bid/ proposal submitted by the bidder, DST feels that the bid/ proposal is seriously unbalanced or front loaded (i.e. Overpriced) DST may ask the bidder to provide written clarifications, including item wise detailed price analysis to demonstrate the consistency of the prices with scope of works, proposed methodology and schedule. After evaluating the item wise detailed price analysis, DST may/ may not accept/ reject the bid/ proposal without assigning any further reason.

C. If it is found in case of receipt of more than two qualified technical bids/ proposals, that the difference between the lowest quoted **rate on 'per copy basis'** and the highest quoted rate is 25% or above, the average of all the rates, quoted by all the participating firms, will be calculated and the bids/proposals of only those firms will be considered for evaluation whose quoted rates fall within the range of +/- 10% of the calculated average rate, and among such firms only, the L1 will be decided and will be considered as most responsive bid.

18. Most advantageous/ responsive Bid/ Proposal: -

After going through the process mentioned above, the Department will decide the most advantageous/ responsive bid and contract will be awarded to that firm. Mere becoming Lowest Bidder i.e. L 1 does not confer the right to become the most Advantageous/ responsive bidder. For becoming Most Advantageous/ responsive bidder, the bidder needs to qualify the points mentioned above.

19. Award of contract:

a) The Accepting officer shall award the contract to the tenderer whose tender has been determined to be substantially most advantageous and most responsive and not necessarily the firm who has offered the lowest evaluated tender price.

b) The tenderer whose rate is accepted will be notified for the award of contract by the Department prior to expiry of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.

c). In case two firms are offering the same net price in Chapter 5, then the contract will be awarded to the firm, who has deposited higher Total Income tax for the past two Financial Years i.e. 2017-18 and 2018-19 in total and as per the direction of the Competent Authority.

20. Arbitration:

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration by appointing an arbitrator with mutual consent of both the parties and the award of the Arbitrator shall be final and binding upon the parties as per the Arbitration and Conciliation Act 1996. The arbitral proceedings shall be held at New Delhi and Civil Courts at Delhi shall have exclusive jurisdiction to try the matter.

Chapter-2
TERMS AND CONTITIONS

1. **On receipt of Letter of Acceptance of tender from the Govt, the firm shall within a period of 15 working days thereof, deposit an amount of Rs. 40,000/- as Performance Security in the form of a Fixed Deposit Receipt or Bank Guarantee from a financial bank in an acceptable form, in favour of DDO, DST** and deliver the same to DST for custody. The Fixed Deposit Receipt/Bank Guarantee shall be valid for Sixty Days beyond the ANNUAL MAINTENANCE period. The Performance Security Deposit shall be refunded to the firm after adjusting any payment due to the Government under this or any other contract. Should the order be not performed to the entire satisfaction of DST, he shall be entitled to forfeit the Performance Security in part or in full as may be considered reasonable by him. The decision of the Department shall be final in this respect. If the firm fails to provide the said Performance Security Deposit within the stipulated period, such failure shall amount to a breach of the contract and the Department shall be entitled to make other arrangements at the frim's risk and cost without giving any further notice and in addition, forfeit the Earnest Money of the firm.

2. The **firm shall depute an authorized Technician to visit Department of Science and Technology on daily basis** to inspect any fault in photocopier machines.

3. A complaint **must be attended within 24 hours** from the time of its lodging.

4. The quarterly satisfactory service reports should be obtained from the user offices and signed by an officer of the rank of Section Officer or above only of the user offices and submitted along with the bills for release of payment on completion of 06 months of the Annual maintenance.

5. The payment to the Firm will be made on **bi-annually basis** i.e. after the completion of each **06 months** of the Annual maintenance period. The Firm will submit their bill after the end of each 06 months in triplicate along with satisfactory service certificates obtained for that period from the users.

6. **The AMC will be initially for a period of one year extendable annually for three years based on satisfactory performance.**

7. The firm will have to follow all the security instructions applicable in respect of Govt. offices issued from time to time. If the engineers are found guilty of any violation of security norms, they will be liable to be prosecuted under the law.

8. The firm shall not further sub-contract the Annual maintenance under any circumstances to a third party/sub-contractor for the maintenance of the computers.

9. Department reserves the **right to reduce or increase** the number of items offered for maintenance contract during the currency of the AMC.

10. **PENALTY CLAUSE**:

(a) The firms should satisfactorily repair the photocopier machines within 24 hours of lodging a complaint by the user office failing which a non-performance penalty @ Rs. 100/- per day per machine (from the date of lodging the complaint to the date of rectification including both dates) will be recovered from the AMC charges during the Annual maintenance period.

(b) In case the performance of the firm is not found satisfactory, the vendee shall have not only the right to terminate the contract at any time but also to have the machines serviced/repaired from other source at the risk and cost of the Firm without prejudice to any other right available under the terms of contract or under law.

(c) It shall also be the responsibility of the contracting firm to handover the photocopier machines in good working condition at the end of the contract period to this Department, failing which the firm shall be liable to pay liquidated damages to the Department as determined by the competent authority.

10. The department reserves the right to select any tender or reject any or all tenders without assigning any reasons whatsoever. It will also not be obligatory on the Govt. to accept the lowest quotation and no explanation shall be given with regard to reason for rejection of quotation of any tenderer. The Government further reserves the right to terminate contract, at any time without assigning any reason by giving one month's notice to the contractor.

11. After the award of the Contract, if the Contractor provides or offers to provide the services of same specification/description (without any substantial variation) at a reduced price at any subsequent period to any other Govt. Deptt/PSU, during the currency of the contract, the contract price will accordingly be reduced on or after such date from which the reduced prices come into effect.

Chapter-3

Scope of CAMC on 'Per copy basis' in respect of 26 CANON photocopier machines

The total number of 26 CANON make photocopier machines as per the details required are proposed for CAMC (per copy basis):

S.No.	Item	Number
1.	Canon-IR2022N/IR-2420L Digital Copiers (equivalent model)	2
2.	Canon -IR-3530/IR-2230/IR-ADV-4225 Digital Copiers (equivalent model)	2
3.	Canon0IR-3045/IR-3245/IR-ADV-4045/IR-ADV-4245 Digital Copiers (equivalent model)	22
Total		26

Chapter-4
Technical bid of tender
(Schedule to Tender)

Note: All the required documents, mentioned in this Chapter, are necessarily to be enclosed for evaluation of the Technical Bid, failing which the tender will be rejected.

S. no.	Requirement	Enclosure
1.	Cost of Tender Document	**Nil**
2.	Earnest Money Deposit (EMD) of Rs. 25,000/- payable by way of DD / Bankers cheque	**Enclosed / Not enclosed (If enclosed, Page No. .....of the Tender Document)**
3.	Annual turnover of the firm should not be less than Rs. 15,00,000/- in last 03 years i.e. 2016-17, 2017-18 and 2018-19 financial years	**Audited balance sheet (If enclosed, Page Nos..... .....of the Tender Document)**
4.	Authorization letter from OEM (CANON)	**Enclosed/ Not enclosed (If enclosed, Page No. .....of the Tender Document)**
5.	Tax Deposited/ Paid with Income Tax Department (in Rs.)	**2017-18: 2018-19: (Please enclose copies of Tax Returns filed)**
6.	Conditions of contract contained in the Invitation to Tender and instructions to the Tenderers	**ACCEPTED / NOT ACCEPTED**
7.	Authenticated copy of PAN	**Enclosed / Not enclosed (If enclosed, Page No. .....of the Tender Document)**
8.	Tender bid valid for acceptance upto 180 days	**Accepted / Not Accepted**
9.	Capacity in which the tender is signed by the tenderer	
10	Certificates/ Undertakings a. I/ we (including all partners) certify that I/ we have carefully read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them. b. I/ we certify that the information given is true to the best of my/	

	our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage. I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with Government Departments or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by DST/ Government. c. I/ We agree to the forfeiture of the Earnest Money Deposit if I/ We fail to comply with all or any of the terms & conditions in whole or in part as laid down in the **Tender Enquiry Notice No. – D-21011/AMC1/2020-GA dated 8th October, 2020** Which would constitute and have force of a contract between me/ us and the Department of Science & Technology, if I/ we am/ are declared a successful bidder. d. I/ we hereby also certify that, I/ we have signed all the pages of the document with my/ our conscience and no body from this Department influenced/ compelled to do so.

Signature of tenderer_____
Name in Block letter_____
Date:- _____
Stamp of Firm
Telephone No(s)_____

Chapter-5
FINANCIAL BID OF TENDER
(Schedule to Tender)

1.	Tender to be addressed to.	**Under Secretary, General Administration**
2.	Tender to be submitted to	**General Administration, Department of Science and Technology, Technology Bhawan, New Delhi – 110016.**
3.	Place or places at which photocopier machines are to be maintained	**Department of Science and Technology, Technology Bhawan, New Delhi – 110016**

PRICE BID FORMAT – for Maintenance of CANON PHOTOCOPIER MACHINES

S.No.	Item	No. of Machines	Photocopy Output/ Print Output	Package Rate per copy (Rs.) Inclusive of all taxes
1.	Canon-IR-2022N/IR-2420L Digital Copiers (equivalent model)	2	Black & White (B&W)	
2.	Canon-IR-3530/IR-2230/IR-ADV-4225 Digital Copiers (equivalent model)	2		
3.	Canon-IR-3045/IR-3245/IR-ADV-4045/IR-ADV-4245 Digital Copiers (equivalent model)	22		

Signature of Tenderer_____
Name in Block letters_____
Capacity in which Tender is signed_____
Date _____
Stamp of Firm