

(Notice inviting tender)
D-5/93/2015-ADMINISTRATION SECTION-BCAS (E-96985)
Government of India
Bureau of Civil Aviation Security
'A' Wing, I-III Floor, Janpath Bhawan
Janpath, New Delhi

OPEN TENDER – NOTICE No. NIC/2017/04

INVITATION OF BIDS FROM OEM AUTHORISED VENDORS FOR ENTERING INTO FSMA OF XEROX AND RICOH MAKE PHOTOCOPIERS INSTALLED AT BCAS(HQ), JANPATH BHAWAN, JANPATH, NEW DELHI

The various crucial dates relating to the Tender are cited as under:

Published Date & time	6 th July 2017, (06:00PM)
Bid Document Download Start	6 th July 2017, (06:00PM)
Bid Submission Start Date & time	6 th July 2017, (06:00PM)
Bid Submission Closing Date & time	24 th July 2017, (03:00PM)
Bid Opening Date & time	26 th July 2017, (03:00PM)

D-5/93/2015-ADMINISTRATION SECTION-BCAS (E-96985)

Government of India
Bureau of Civil Aviation Security,
"A' Wing, I-II-III Floor, Janpath Bhawan,
Janpath, New Delhi.

Dated: 06.07.2017

Sub.: INVITATION OF BIDS FROM OEM AUTHORISED VENDORS FOR ENTERING INTO FSMA OF XEROX AND RICOH MAKE PHOTOCOPIERS INSTALLED AT BCAS(HQ), JANPATH BHAWAN, JANPATH, NEW DELHI

Online bids are invited on behalf of the President of India, under one cover system, from OEM Authorized vendors for Full Service & Maintenance Agreement (FSMA) of photocopiers at BCAS(HQ), Janpath Bhawan, Janpath, New Delhi, as per terms and conditions detailed out in the attached documents.

The Tender Document can also be downloaded from the website <http://eprocure.gov.in/eprocure/app> and from this Bureau's website <http://www.bcasindia.gov.in>.

Earnest Money Deposit (EMD) of Rs. 2,000/- (Rupees Two Thousands only) in the form of a demand draft drawn on a Nationalize Indian Bank in favour of PAO(Sectt.), Ministry of Civil Aviation, will be deposited with Admn. Section BCAS at Room No. 215-A Wing, II Floor, Janpath Bhawan, Janpath, New Delhi-110001 not later than 03.00 PM on 26th July, 2017.

The Director General, Bureau of Civil Aviation Security, reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General, Bureau of Civil Aviation Security in this regard shall be final and binding on all.

Yours faithfully,

(R.S. Balhara)
Section Officer (Pers)
011-23711494

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDER

1. The Tenderer along with its partner, if any, should be authorized by the OEM i.e. Ricoh/ Xerox. The Tenderer must have requisite manpower, infrastructure and financial resources to successfully execute the contract.
2. The Tenderer is required to submit documentary evidence in support of the contracts executed by it.
3. Earnest Money Deposit (EMD) of Rs. 2,000/- (Rupees Two Thousands only) in the form of a demand draft drawn on a Nationalize Indian Bank in favour of PAO(Sectt.), Ministry of Civil Aviation, will be deposited with Admn. Section BCAS at Room No. 215-A Wing, II Floor, Janpath Bhawan, Janpath, New Delhi-110001 not later than 03.00 PM on 26th July, 2017.
4. The successful bidder shall be required to deposit an amount equals Rs. 5,000/- (Rupees Five Thousand only) within 2 weeks of conveying BCAS intention for accepting the bid as Performance Security. Performance Security shall be submitted in the form of Demand Draft in favour of Pay and Accounts Officer (Sectt.), Ministry of Civil Aviation, New Delhi. Performance Security will not bear any interest while in the custody of BCAS HQ. Performance security will be discharged after 60 days beyond the date of completion of all the contractor's performance obligations under the contract. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BCAS to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
- 5(a). **VALIDITY OF CONTRACT:** The contract once awarded to the successful bidder shall be valid for one year from the date of award of contract. If required, it may be extended upto one more year on the same rates on mutual agreement and on same terms and conditions.
- 5(b). The contract may be curtailed/ terminated at any time owing to deficiency in service rendered by the selected Company/Firm/Agency or as per the requirement of BCAS. For such termination, one-week notice will be given to the selected service providing Company/Firm/Agency.
6. In case any firm participating in this tender submits false information, the tender submitted by such firm shall be rejected and EMD submitted by the Tenderer will be forfeited.
7. A prospective Tenderer requiring any clarification of the Tender Document may contact the Department in writing at the Department's mailing address indicated in para 3 above. The Department may respond to any request for clarification of the Tender Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Department. The Department shall not be responsible for any postal delays.
8. The Companies /Firms/Agencies are required to upload self attested photocopies of the following documents along with the application(Annexure-I), failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.
 - (i) Application (as per Annexure I)
 - (ii) Registration certificate along with details of firm/company in case of partnership firm.
 - (iii) Copy of PAN/GIR card.

- (iv) Service Tax Certificate for last 2 years.
- (vi) Valid Income Tax Return for last two financial years, i.e. years 2014-2015 and 2015-2016.
- (vi) Proof of providing similar maintenance services during each of last two financial years, i.e. years 2015-16 and 2016-17 to Central/State Government offices/PSUs.

(Note: Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.)

- (vii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs. 5 lakhs (Rupees Five lakhs only) during each of last two financial years, i.e. years 2014-2015 and 2015-2016.
- (viii) Scanned copy of EMD.
- (ix) Certificate to the effect that the bidding firm/ company/ dealer has no personal or official link with any employee of BCAS.
- (x) Letter proposing the quotation as per Annexure-II
- (xi) Authorization Certificate from OEM/s
- (xii) Financial Bid as per Annexure-III

9. Bid Submission and evaluation:

a. The bid needs to be uploaded online after filling the financial bid in form attached at Annexure III. The rates should be mentioned in figures as well as in word exclusive of any taxes and levies. However, the taxes and levies will be payable as per the prevailing rate from time to time.

b. The Bids will be opened electronically by at least two bid openers as authorized by the Director General, Bureau of Civil Aviation Security in the presence of the firms' representatives on the scheduled Date/Time and venue as prescribed above in the NIT. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.

c. The Lowest Bidder will be decided on the basis of rates quoted by the firms in the Financial Bid placed as Annexure-III. In case of tie between two or more firms the tender would be awarded to the firm with highest turnover in Financial Year 2015-16. The Buyer reserves the right to conduct price negotiations by the Financial Bids Evaluation Committee in order to obtain best value for money.

10. The Competent Authority appointed by Director General, BCAS reserves the right to annul any or all Bids without assigning any reason.

11. The Contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Bureau.

12. The Tenderer will be bound by the details furnished by him/her to this Bureau. In case any of such documents furnished by him/her is found to be false at any stage, it will be deemed to be a breach of Terms of Contract marking him/her liable for legal action, besides termination of contract.

13. In case the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Bureau is put to any loss/obligation, or otherwise, the Bureau will be entitled to get itself reimbursed out of the outstanding bills or the

Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

14. The bidder shall indemnify and protect this Bureau from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from this Bureau by reasons of any act or omission of the bidder, his agents or employees, in the execution of the works, supply of material, or in the guarding of the same.

15. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Officer appointed to be the Arbitrator, by the Director General, BCAS or his representative. The Gazetted Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Officer has expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

16. Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

17. The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

18. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer can be adjusted towards the Performance Security. Further, if the agency fails to provide the required Stationery within five days from the date of placing the order the EMD shall stand forfeited without giving any further notice.

19. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Bureau, besides annulment of the contract.

20. The successful bidder shall execute the services/obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. He shall also use appropriate advanced technology and safe and effective methods.

21. The Contract may be terminated/short closed without any prejudice to the rights of the Bureau to benefits arising out of it. The contract will be terminated and EMD will be forfeited if it is found that approved bidder has failed to live upto the specifications, quality and speed of work or any damage due to the contractor. The vendor shall not have any claims what-so-ever on BCAS, in such terminations of Contract under clauses 21 and 22.

Note: If any damage is caused to the equipments/property of this Bureau due to services provided by the firm the same will be charged from the EMD available with the Bureau.

22. The department may at any time terminate the contract and forfeit the EMD by giving written notice to the bidder without compensation to the bidder, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any

right of action or remedy which has accrued, thereafter to the Bureau

23. The successful bidder shall not, be entitled to make any claim, whatsoever, against the Bureau under or by virtue of or arising out of this contract, nor shall the Bureau entertain or consider any such claim after bidder shall have signed a “no claim” certificate in favour of the Bureau in such forms as shall be required by the Bureau after the works are finally accepted.

24. In case of termination of contract the Bureau shall be free to procure the services from other sources at the ‘risk and cost’ of the contractor.

25. The bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Bureau’s operations without the prior written consent of the Competent Authority, Bureau of Civil Aviation Security / Competent Authorities in Ministry of Civil Aviation.

26. The Contractor shall not engage any person below 18 years of age for dealing with BCAS.

27. BCAS will not have obligation/ liability whatsoever for payment of wages/ salaries and other benefits and allowances to the personnel engaged by the contractor that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify BCAS against any/ all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.

28. **System Maintenance:** THE FIRM will provide service / repair for 6 nos of RICOH Afcio MP 4000B photocopiers and 1 Xerox Workcentre 5765 photocopier. In order to ensure the functionality during the contractual period, THE FIRM would provide system maintenance, which would include periodic hardware maintenance. THE FIRM will ensure that the system continues to perform in exactly the same manner or better as at the time of acceptance. The QRs required by the user are enumerated below:

- (a) The vendor will maintain a 02 working days response time.
- (b) The vendor will submit user satisfaction report of the user directorates.
- (c) The service/repair will be carried out in response to the notice including telephone, fax, email or letter and the call will be attended by THE FIRM within two days.
- (d) In case any parts become ‘not repairable’, THE FIRM will replace such defective parts at free of cost. The replacement will be made with new parts or equivalent working spare. The defective parts will become the property of the firm.
- (e) The repairs will be done onsite and will need user’s approval if equipments need to be moved out of site for repairs.
- (f) If vendor fails to rectify the fault in any machine within 15 days, vendor will provide the standby machine of similar specification till the completion of FSMA period or main machine becomes serviceable.

(g) The Vendor will provide all reprographic supplies, i.e. consumables and spare parts for the equipment, except power, paper, staples and any other output print material.

29. Invoicing and Payment:

- i. The quantity of prints indicated by the meter installed in the equipments or its software shall be conclusive proof of the number of prints generated by the customer in any month. The number of prints shall be the total print quantity, by copier, fax or printer.
- ii. In the event the meter reading cannot be taken, BCAS reserves the right to estimate the meter reading for invoicing purposes and correction made in the next invoice based on actual meter reading.
- iii. The maintenance charges are payable monthly in arrears.

ANNEXURE-I

INVITATION OF BIDS FROM OEM AUTHORISED VENDORS FOR ENTERING INTO FSMA OF XEROX AND RICOH MAKE PHOTOCOPIERS INSTALLED AT BCAS(HQ), JANPATH BHAWAN, JANPATH, NEW DELHI

Tender Ref: NIC/2017/04

Date: 06/07/2017

Application

To be filed in and uploaded by the Bidder (upload copies of self-attested documents to support your statement)

1.	Name and Postal Address of the Bidder: <hr/> <hr/> <p style="text-align: right;">Phone</p> <p style="text-align: center;">:</p>
	<p>(i) Application (as per Annexure I)</p> <p>(ii) Registration certificate along with details of firm/company in case of partnership firm.</p> <p>(iii) Copy of PAN/GIR card.</p> <p>(iv) Service Tax Certificate for last 2 years.</p> <p>(vi) Valid Income Tax Return for last two financial years, i.e. years 2014-2015 and 2015-2016.</p> <p>(vi) Proof of providing similar maintenance services during each of last two financial years, i.e. years 2015-16 and 2016-17 to Central/State Government offices/PSUs.</p> <p>(Note: Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.)</p> <p>(vii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs. 5 lakhs (Rupees Five lakhs only) during each of last two financial years, i.e. years 2014-2015 and 2015-2016.</p> <p>(viii) Scanned copy of EMD.</p> <p>(ix) Certificate to the effect that the bidding firm/ company/ dealer has no personal or official link with any employee of BCAS.</p> <p>(x) Letter proposing the quotation as per Annexure-II</p> <p>(xi) Authorization Certificate from OEM/s</p> <p>(xii) Financial Bid as per Annexure-III</p>

Signature and seal of the bidder or authorized representative.

Letter proposing the Quotation

ANNEXURE-II

To,

The Joint Director(Admin),
Room No-107, 1st Floor, Bureau of Civil Aviation Security,
“A” Wing, Janpath Bhawan,
Janpath, New Delhi-110001

Subject: **INVITATION OF BIDS FROM OEM AUTHORISED VENDORS FOR ENTERING INTO FSMA OF XEROX AND RICOH MAKE PHOTOCOPIERS INSTALLED AT BCAS(HQ), JANPATH BHAWAN, JANPATH, NEW DELHI**

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the complete bid document in respect of the above subject, do hereby propose to quote our rates in respect of Full Service & Maintenance Agreement of Xerox and Ricoh make Photocopiers installed at BCAS(HQ), Janpath Bhawan, Janpath, New Delhi.

1. **PRICE AND VALIDITY**

All the rates quotes in our proposal are in accordance with the terms as specified in bid document. We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax altered under the law, we shall pay the same.

2. **EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs. 2,000.00/- (Rupees Two Thousand only) as per the requirements specified in this tender document.

3. We declare that all the services shall be performed strictly in accordance with the standard/specifications and other tender conditions.

4. **QUALIFYING DATA**

We confirm having submitted the qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time, to your satisfaction.

5. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge

and belief.

6. We understand that any information found to be inaccurate, suppressed or misrepresented at any time hereafter, shall make us liable to explain, undergo any legal, preventive action and shall debar us from consideration against short closing etc./termination of the contract by BCAS.

7. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Designation:

Place:

Seal:

Business Address:

APPLICATION Financial Bid

S. No. (1)	Item Description (2)	Quantity (3)	Black and White copy charges (in Rupees/copy) (4)
1	Photocopier model- RICOH Afcio MP 4000B	6	
2	Photocopier model- Xerox Workcentre 5765	1	

Notes:

1. If any bidder quotes Charges per copy (in Col. 4 above) as zero /nil/blank, it shall not be treated as a valid quote and shall summarily result in dismissal of the financial bid even if the service provider otherwise is qualified.
2. The rates should be mentioned in figures exclusive of any taxes and levies. However, the taxes and levies will be payable as per the prevailing rate from time to time.
3. The Lowest Bidder will be decided on the basis of (charges per copy quoted against Ricoh photocopier * 6) + (charges per copy quoted against Xerox photocopier) in the column (4) above.