



**THE STATE TRADING CORPORATION OF INDIA LTD. (STC)**

**Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001**

**Telephone: 011-23462366/23462385, Fax: 011-23701106**

Tender No. STC/GAD/2020-21/AMC/PHOTOCOPIER/01

21.07.2020

### **E-Tender Notice**

#### **Request for Quotation (RFQ) for Comprehensive Annual Maintenance Contract of Canon Photocopier Machines**

STC invites online bids (E-Tender) under two bid system (Technical & Financial) from authorized and reputed firms/company herein after referred to as 'Bidder' and having a minimum of three years experience in this field for Comprehensive On-site Annual Maintenance for Photocopier Machines installed at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 for a period of one year from the date of award of contract. The period may be extended further for a period of one year on mutually agreeable terms subject to satisfactory performance.

Bidders interested in responding to this RFQ must submit their bids online using e-Procurement portal of NIC ([www.eprocure.gov.in/eprocure](http://www.eprocure.gov.in/eprocure)) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 11 AM on 10.08.2020

Financial bids for only those bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of Financial bids shall be separately notified on NIC's e-Procurement Portal ([www.eprocure.gov.in/eprocure](http://www.eprocure.gov.in/eprocure)). STC may seek any further clarifications or documents as felt necessary but not obliged to do so.

All details regarding the subject RFQ are available on websites: [www.stclimited.co.in](http://www.stclimited.co.in), and [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Any change/modification/ corrigendum in connection with this RFQ will be intimated through aforementioned websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. STC shall not be liable to send any individual information or issue a public notice.

#### **Scope of Work**

The scope of work includes the maintenance and repair of 31 nos. Canon Photocopier Machines installed at STC, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 and shall cover the following:

- At least one preventive maintenance every month for precautionary examination of

the photocopier machine during the AMC period on office working day. For this purpose log book shall be maintained.

- In case of any fault in the Photocopier Machine, the service engineer shall visit STC as and when required. The DOWN TIME/REPAIR of the Photocopier Machine, in any case, should not exceed 02 working days. The problem/defects must be rectified within the stipulated time.

- All spare parts like Toner, Drum Kit, Fuser Kit, Lamps, PCB, Power Supply Unit, Unit Gears, Roller Bush and Laser Unit etc. would be replaced with original and genuine parts by the selected bidder free of cost during the AMC period.

- The charges for repair and maintenance / replacement of defective parts/components of the photocopiers machine if any, will be borne by the selected bidder during the period of the contract. No transportation charges/cartage for removal of any component to the workshop for repairs and back to office for installation shall be separately payable over and above the amount payable to the selected bidder under the contract.

- The entire responsibility for smooth working of all the photocopiers machine under this contract shall rest with the selected bidder who shall provide trouble free and prompt service throughout the period of the contract.

Details of Machines to be covered in maintenance contract are placed at Annexure "A".

### **Earnest Money Deposit (EMD)**

- All Bidders except Micro, Small & Medium Enterprises (MSME), are required to deposit online an EMD of Rs. 20,000/- (Rupees Twenty Thousand only) STC's Bank Account (A/c No. 200000550077, Name of Bank : Indusind Bank, Barakhamba Road, New Delhi – 110001, IFSC Code : INDB0000005).
- EMD shall not carry any interest. EMD of unsuccessful bidders shall be returned after Award of Contract to the Successful Bidder. The EMD of successful bidder will be returned only after the bidder deposit security deposit.

### **Security Deposit**

EMD of successful bidder (L-1) would be converted into security deposit which is refundable after 3 months of satisfactory completion of contract.

### **Instruction for filling the e-bid**

1. e-Bids are invited from the prospective bidders for the Annual Maintenance Contract of Canon Machines.

2. Bids have to be uploaded online only via <https://eprocure.gov.in/eprocure/app> (Central Public Procurement Portal of NIC). No bids shall be accepted in hard copy or in any other form.
3. For submission of e bids, bidders are required to get them registered with NIC's Central Public Procurement (CPP) portal (<http://eprocure.gov.in/eprocure/app>). All the details mentioned during registration / enrolment process should be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.
4. The details of EMD need to be uploaded during the e-bid submission and it should tally with the amount received as required; otherwise, the bid may be rejected.
5. The bidders are required to upload soft copies of all relevant documents.
6. Bidders are advised in their own interest to upload the online bids well before the bid document submission end date and time (as per server system clock of CPP). STC shall not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due to any technical or other problems.
7. For any queries relating to the process of online bid submission or queries relating to Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)), the bidders may contact CPP Portal Helpdesk on Tel No's.: 0120-4200462/ 4001002/ 4001005 and 6277787.
8. Bidders may regularly visit STC website / CPP Portal for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this bid in newspapers.
9. Portal for Online Submission <https://eprocure.gov.in/eprocure/app>

### **Documents to be uploaded for 'Qualification':**

The bidders are required to upload duly filled signed and stamped soft copies of the following on firm's/company's Letter Head:

#### ***A. Technical Bid Packet:***

1. Letter as per Annexure "B" (related to EMD) on firm's/company's Letter Head or valid MSME certificate for exemption of EMD submission.
2. Technical Bid (prepared on firm's/company's Letterhead), as per the format provided at Annexure "C".
3. Copy of PAN and GST.
4. Copy of CA Certificate for FY 2016-17, 2017-18 and 2018-19 (not less

- than Rs. 10 Lakh)
5. Original Equipment Manufacturer (OEM) Authorisation Certificate and Authorised service centre details in Delhi / NCR.
  6. ISO 9001 Certification Certificate
  7. Certificate of Registration with PF & ESI. In case of bidding bidder is a 'Company' CIN, DIN, AoA / MoA also to be uploaded.
  8. Work Experience in maintenance of Photocopier Machines – 3 years certificate
  9. At least one running contract in Govt. organization having minimum value of Rupees one Lakh alongwith satisfactory job performance certificate must be attached.
  10. Self-Certificate that the firm/company is not Black listed by any Govt. Company / PSU
  11. Signed & stamped pages of entire tender document alongwith all corrigendums / addendums as a token of acceptance of terms and conditions.

***B. Financial Bid Packet :***

1. Price Bid (as per BOQ uploaded by STC). Please refer instructions at Annexure "D" for submission of Price BID.

**TERMS AND CONDITIONS:**

1. The work consists of maintenance and repair of Photocopier Machines installed at STC in accordance with the technical specifications, terms and conditions mentioned in tender documents.
2. The bids(s) received after the due date shall be summarily rejected, and not taken into consideration.
3. Conditional/Unsolicited bids shall not be considered.
4. Offers' vaguely described or incomplete are liable to be rejected.
5. Price quoted in the Financial Bid should be inclusive of all taxes, serviceman/mechanic wages, installation charges, parts, spare parts, labour, tools, transportation charges, etc. The bidder should quote the price for providing complete service. After placing the order, STC will not pay any extra amount which is not mentioned in the financial bid.
6. TDS & other taxes, if any will be deducted prior to payment as per provisions of the applicable laws.
7. "In case of the bidder being a Micro, Small & Medium Enterprises (MSME), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSME is owned by SC or ST entrepreneur, wherever applicable. MSMEs producing valid certificate of registration will be provided the tender documents free of cost and will also be exempted from payment of EMD. If the price quoted by an MSME is within L1+15%, it will be allowed to supply a portion (upto 20 percent of total tendered quantity) of requirement provided the enterprise is able to match the L1 price and the L1 price is from a bidder other than an MSME. In case of two or more MSMEs quoting price within L1+15%, order may be divided as deemed fit by STC".

8. In case the selected bidder fails to repair / rectify the equipment within 2 working days after reporting the defect/fault, STC may, in its own discretion, get the repair / replacement done from any other party and the charges for the same shall be recoverable from the selected bidder.
9. Jobs which are not possible to be carried out in the office premises will be allowed to be done outside but without payment of any extra charges for transportation, removal, etc. All such cost shall be borne by the bidder under its sole responsibility.
10. Rates mentioned under the contract shall remain valid for a period of one year from the date of awarding the contract. It should be clearly understood that the rates once approved shall be final and in no circumstances the rate will be revised during the currency of the contract.
11. In case the selected bidder backs out of the contract midstream or does not provide service to the full satisfaction of STC, the security deposit shall stand forfeited.
12. STC will not be responsible for any loss or damage to selected bidder's materials, equipments, tools, etc.
13. Successful bidder should commence the work and submit the security deposit within 07 days from the receipt of the award of work failure to which STC will forfeit the EMD and terminate the contract without giving any notice.
14. If STC observe any unsatisfactory services, discipline/ conduct, delay in repair / maintenance, then STC will terminate the contract after giving due notice to the Selected bidder and will forfeit the security deposit and black list the firm/company.
15. Selected bidder should submit the bills on quarterly basis and after satisfactory completion work report from STC. No Advance payment will be made.
16. STC is not bound to accept the lowest tender and also reserves the right to reject any or all tenders at any time without assigning any reason.
17. STC taking note of overall facts and circumstances can change, add and relax any of the terms and conditions of this tender notice.
18. No modification will be allowed after submission of the final bid by the bidder or its authorized representative and any modification or variation without the concurrence of STC shall stand rejected to the extent of such variation.

For any further clarification bidders may contact:

**Mr. Gauri Ram, Manager**

The State trading Corporation of India Ltd., Jawahar Vyapar Bhawan,  
4<sup>th</sup> Floor, GAD

Tolstoy Marg, New Delhi -110001

Ph. No. : 011-23462366

Email :[gauriram@stclimited.co.in](mailto:gauriram@stclimited.co.in)

**Mr. Mahesh Kumar Pawan, Manager**

The State trading Corporation of India Ltd., JawaharVyaparBhawan,  
4<sup>th</sup> Floor, GAD

Tolstoy Marg, New Delhi -110001

Ph. No. : 011-23462385

Email :[gad.co@stclimited.co.in](mailto:gad.co@stclimited.co.in)

## **GENERAL INSTRUCTIONS:**

- The bidder should fulfill qualification conditions of the tender.
- The bidder should submit all the documents attested by authorized person with the quotation.
- The bids should be valid for a period of 90 days.
- This RFQ (including corrigendum's, if any), bid submitted by the successful bidder, the Award of Work by STC and the Letter of Acceptance of Award of Work by the Bidder will be deemed to be the Contract and no separate contract will be signed.
- Submission of offer shall mean unconditional acceptance of all terms and conditions contained in this RFQ document.
- The bids will be technically evaluated on the basis of bidders' prior experience in the similar field, testimonials, etc. Financial bids from only those bidders will be opened who are declared qualified and are shortlisted after technical evaluation.
- Bid should be valid for a period of 90 days from the date of closing of tender.
- During currency of contract STC may at its own discretion, add more photocopy machines to the Maintenance Contract or withdraw some the machines from Maintenance Contract. In such cases, payment shall be made on a proportionate basis at the rates agreed to in the tender for similar machine.
- Failure to submit all the required documents or submission of incomplete document, will render the bid liable to rejection.
- STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC's action.
- Notwithstanding the above terms and conditions STC reserves the right of taking any appropriate legal actions besides termination of the contract, forfeiture of security deposit or claiming of damages.
- **Payment** : No advance payment will be made. The payment will be released on quarterly basis after making statutory tax deductions like TDS, Work Contract Tax etc. at the end of each calendar quarter. The record of attending the complaints, nature of fault / defect found, the manner of action taken including parts replaced will have to be maintained by the selected bidder and submitted periodically to the designated official of STC. Payment shall be released only after work is certified by the designated officials of STC. STC also reserves the right of set off from the payment in the event of any sum of money is due to STC against the claim of bidder.
- **Damages and Liabilities**:-STC shall not be responsible for damages of any kind or any mishap/injury/accident caused to any service engineer or any other employee or representative of the selected bidder while providing service in STC's premises or outside. All liabilities, legal or monetary, in respect of the service engineer or any other employees of the bidder shall be borne by the selected bidder. Nevertheless, if STC is made liable for any such incident,
- **Indemnity**
  - 1) The selected bidder shall always keep STC indemnified from all the damages suffered by it whether monetary or legal due to inaction of such bidder or any of its employees.

- 2) The selected bidder will indemnify STC from the consequences of all legal/other obligations of its employees deployed for STC's work caused against the interest of STC or causing damages to STC
- 3) STC also stand absolved of any liability on account of fraud or breach of trust caused by the Selected Bidder's employees deployed for the performance of work and also from any damages or compensation due to any dispute between the firm/company and its employees.
- 4) STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or Selected Bidder's deployed employees.
- 5) The Selected Bidder also undertakes to keep STC harmless and indemnified from any loss or cost resultant from any decree/award/orders/directions/penalties obtained/enforced against such bidder having tendency to be enforced against the STC/ or implicating STC as the liable body/entity/person for such enforcement or making such decree/award/directions/ penalties effective. Also the STC shall be indemnified, from any consequential act taken by it in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of bidder, to the extent of cost/legal expenses/interest or any other liability imposed upon.

**Termination :** STC may, without prejudice to any other remedy available for breach of contract may by written notice of default, sent to the bidder, terminate the contract in whole or in part , if (a) the bidder fails to deliver any or all the services within the time period(s) specified in the order (work order), or any extension thereof granted by STC; (b) the bidder fails to perform any other obligation(s) under the Contract; and (c) the bidder in either of the above circumstances, does not remedy his failure within a period of 2 days (or such longer period as the STC may authorize in writing) after receipt of the default notice from STC.

In the event the STC terminates the contract in whole or in part pursuant to the above, STC may avail, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the bidder shall be liable to STC for any excess cost for such similar Services. However, the bidder shall continue the performance of the contract to the extent not terminated.

Notwithstanding to the above the contract may be terminated by STC at any time without assigning any reasons and such decision of STC shall be final and binding on selected bidder.

**Jurisdiction:** The bidder hereto agrees that the courts or Tribunals at New Delhi shall have exclusively jurisdiction to settle any or all disputes which may arise between the bidder/selected bidder and STC with respect of this RFQ, award of work on letter of acceptance. All such disputes shall be decided in accordance of Laws of India.

**Force Majeure:**

For the purpose of the contract, "Force Majeure" means an event which is beyond the reasonable control of STC or Selected Bidder, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of

its obligation hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.

- The failure of STC or the Selected Bidder to fulfill any of its obligations shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the work.
- The timeline, within which the Selected Bidder, pursuant to the work, is required to complete any action or task, shall be extended for a period equal to the time during which Selected Bidder was unable to perform such action as a result of Force Majeure.
- The party which is unable to fulfil its obligations under the present work must within 10 days from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract.
- The party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- The decision of STC as to whether the deliveries/services have been supplied/provided or not in the event of force majeure event, shall be final.
- Further that if the performance in whole or in part of any obligation under the contract is prevented or delayed by reasons of any such event for a period exceeding 30 days either party may at its option terminate the contract by serving notice to the other party.

**Subcontracting :**

- No Sub-contracting by the bidder firm/company shall be accepted. Any subcontracting shall be treated as breach of the terms and conditions of this RFQ, award of contract and on the consequences the security deposit shall be forfeited in addition to other right available to STC including termination of contract.



## ANNEXURE-“A”

### PHOTOCOPIER DETAILS / TECHNICAL SPECIFICATIONS :

The list of machines to be maintained and their specifications are as follows:

#### PHOTOCOPIER:

S.No	Make and Model	Number of Machines
1	CANON (Model IR-2016)	7
2	CANON (Model IR-2318)	9
3	CANON (Model IR-2320)	3
4	CANON (Model IR-2420)	6
5.	CANON (Model IR-ADV4225)	2
6.	CANON (Model IR-ADV4025)	1
7.	CANON (Model IR-2002)	1
8.	CANON (Model IR-2022)	2

**ANNEXURE “B”**

**(on Letterhead)**

Dt. \_\_\_\_\_

To

Manager  
The State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhawn,  
Tolstoy Marg,  
New Delhi – 110001.

**Sub: e-Tender for comprehensive Annual Maintenance Contract for Photocopier Machines installed at Jawahar Vyapar Bhawn, Tolstoy Marg, New Delhi - 110001**

With reference to your RFQ No. \_\_\_\_\_ dated \_\_\_\_\_ we submit the EMD of Rs.20,000/- -

The EMD details are as follows:

UTR No. \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_ (Copy of the receipt attached)

I/we have read the contents of the terms and conditions mentioned in your tender schedule and its enclosures and agree to abide by the same.

I/We have also examined the requisite specifications of the equipments and we offer to provide the required service/materials/equipment in accordance with the requisite scope of work.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides the rights of STC including prosecution under appropriate law;

I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the STC in future.

Yours faithfully

(Signature and stamp of the bidder)

**ANNEXURE- “C”  
(on Letterhead)**

**FORMAT FOR TECHNICAL BID**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>		
1.	Name of the Firm/Company			
	Full address			
	Telephone No.			
	Email:			
	Contact person name and Mobile no.			
2.	Bank details with MICR & IFSC code			
3.	PAN No.			
4.	CA Certificate for last 3 years turnover	2016-17	2017-18	2018-19
	(not less than 10 lakhs)	Rs.	Rs.	Rs.
5.	Service Tax No. (GST)			
6.	OEM Authorization Certificate			
7.	ISO 9001 certification Certificate			
8.	Certificate of registration with PF and ESI.			
9.	In case of bidding party is a 'Company' CIN, DIN, AoA / MoA also to be uploaded.			
10.	Authorized service centre in Delhi / NCR (proof from the manufacturer)			
11.	Work experience in maintenance of Photocopier Machines – 3 years certificates.			
12.	At least one running contract in Govt. organization having minimum value of Rupees one Lakh alongwith satisfactory job performance certificate must be attached.			
13.	Self-Certificate that the firm/company is not Black listed by any Govt. Company / PSU			
14.	Signed & stamped pages of total tender document alongwith all corrigendums / addendums			

**Price Bid Details**

1. BOQ (price bid) uploaded by STC to be used only for submission of price.
2. This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and quoted price without GST.
3. At the time of uploading of BOQ by bidder, the file name for uploading the BOQ(price bid) should remain the same as it was downloaded from the CPP portal.
4. Leaving an unfilled entry in the price bid against any term shall mean as zero cost and the BID shall be evaluated accordingly.